

1BR-360-0006

0 1Kk - location

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF RECLAMATION
Fountain Square
Columbus, Ohio 43224

OPERATOR

APPLICATION FOR AN INCIDENTAL BOUNDARY REVISION
This Form Cannot Be Utilized For The Removal Coal
(File in Quadruplicate)

1. Permittee's Name The Ohio Valley Coal Co. Ph 926-1351
2. Address 56854 Pleasant Ridge Road
Alledonia, Ohio 43902
3. Coal Mining Permit # D-0360
4. Additional acres to be permitted 2.0
5. Has this acreage been affected? Yes X, No .
6. Describe the reason this additional acreage is required.

The Ohio Valley Coal Company has been forced to take emergency measures to deliver coal to its customer due to the landslide and rail outage along the Ohio River. Coal from this facility is usually shipped by unit trains that are loaded at the preparation plant site. At this time, the coal must be trucked to rail loading facilities North of the rail outage. The incidental boundary revision being requested, will increase the surface effects area of the permit to include a truck road up to the existing rail loadout at the No 6 Mine.

7. Describe the activities to be conducted on this area.

To allow coal trucks to be loaded efficiently and economically, a temporary roadbed will be constructed on the existing Conrail track to gain access to the previously permitted train loadout of the Powhatan No 6 Mine.

8. Is the information contained in the previously approved permit application applicable to this revised area?
Yes , No X.

If "no", describe any changes to the previously approved permit that will apply to this revised area.

Rights of Entry

(continued on reverse side)
Page 1

TOVCC 17173

9. LOCATION OF ADDITIONAL ACRES TO BE AFFECTED DURING PERMIT. (list all surface and mineral owners applicable to each ownership as shown on the location map.

Name of Surface and Mineral Owners	Twp. & Range	Sec	Twp	County
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Name The Ohio Valley Coal Co

Address 56854 Pleasant Rdg Rd T-5-N 28 Wash. Belmont
R-4-W

City & State Alledonia, Oh

Surface X Mineral X

Name Conrail

Address 1528 Walnut Street T-5-N 28 Wash. Belmont
R-4-W

City & State Phila, Pa 19102

Surface X Mineral

myd, per David Bartsch 6-16-89
Name Paul A. & Sylvia M. Kanzig T-5 R-4 28 Wash Belmont
Address SR 145
City & State Beallsville, Ohio 43716
Surface X Mineral

I, the undersigned authorize representative of the permittee, hereby attest that no coal has been or will be removed using surface mining methods from the acreage identified in this application.

[Signature] Environmental Permit Coord. 8-15-88
Signature Title Date

(For Division Use Only)

This application is hereby Approved by the Chief, Division of Reclamation and effective this date. The acreage identified in item 5 of this application is now part of permit D-0360.

10-16-89

[Signature]
Chief, Division of Reclamation

\$ 5000.00 of performance bond and \$ 150.00

acreage fee was received on 12-30-88.

(Date)

Page 2

TOVCC 17174

The Ohio Valley Coal Company

56854 Pleasant Ridge Road
Alledonia, Ohio 43902

August 3, 1988

Mr. Tim Dieringer, Chief
Division of Reclamation
Ohio Department of Natural Resources
Fountain Square, Building B
Columbus, Ohio 43224

Dear Mr. Dieringer;

The Ohio Valley Coal Company, owner and operator of the Powhatan No. 6 Mine herein requests a variance from section 1501:13-9-04 (R) of the Ohio Revised Code which requires that no land within 100 feet of a perennial stream be ~~not~~ disturbed.

*myd per
David Bartsch
6-16-89*

In the previously approved permit, D-0360, the mine was granted a similar variance to affect the area within 100 feet of Captina Creek. At this time, The Ohio Valley Coal Company respectfully requests for an extension of this variance to incorporate the area to be used as a coal truck access route.

The area is currently owned by Conrail and has rail tracks on it. For this project, the tracks will be covered with gravel for a roadbed, and after the rail service is restored to the mine, the rail will be uncovered and the area returned to its current use as a rail road bed.

Sincerely,

Louise Watson

Louise Watson
Environmental and
Permit coordinator

APPROVED <input checked="" type="checkbox"/>
DISAPPROVED <input type="checkbox"/>
DATE: 6-16-89
SIGNED <i>Tim Dieringer</i> Chief

Page 5

TOVCC 17175

Rights of Entry

The Nacco Mining Company acquired the property allowing access to the rail track from State Route 148.

Conrail has given The Ohio Valley Coal Company permission to use the area occupied by the rail as an access road to the loadout area. No train cars will be using the area until the rail along State Route 7 is repaired. At that time, this truck loading facility access will cease to operate.

LEASE AGREEMENT

Lessor's Rent
Account Number:
67-08935

Date and
Parties

1. THIS LEASE is dated as of this 25th day of March, 19 86, between Consolidated Rail Corporation, a Pennsylvania corporation, through its Regional Real Estate office, which has a mailing address at **Jacob Engineering Building, 100 Fleet Street, Pittsburgh, PA 15220** ("Lessor"), and **THE NACCO MINING COMPANY**, an Ohio Corporation, having a mailing address at **12800 Shaker Boulevard, Cleveland, Ohio 44120** ("Lessee").

Premises

2. The demised premises (the "Premises"), which Lessor demises to Lessee and Lessee takes from Lessor, are **ALL THAT CERTAIN strip of land lying within Lessor's right of way line between Survey Station 699+75 northwesterly to Survey Station 812+30, containing an area of 15.0 acres, more or less, west of Alledonia and situate in the Township of Washington, County of Belmont, State of Ohio, as shown on Exhibit A, Revised January 22, 1986, attached hereto and made a part hereof.**

Term

3. The term of this Lease shall commence March 1, 19 86, and shall end upon thirty (30) days' written notice from either party ("Expiration Date").

Rent

4. The base rent shall be **THREE THOUSAND AND NO/100 Dollars (\$ 3,000.00)** per year, payable in equal annual payments of **THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00)**, in advance, on the first day of each March during the term and each continued term, if any, of this lease, and at the additional rents hereinafter provided.

Rent must be sent with Rent Account Number to P.O. Box 8538-230, Philadelphia, PA 19171. ~~Lessor acknowledges the receipt from Tenant of \$~~ as security for Lessee's performance of this lease.

Use

5. Lessee shall use the Premises solely for a site for Lessee's sidetrack and tipple for loading unit coal trains,

and for no other purpose.

Reserved
Facilities

6.1 Lessor may operate a railroad and related transportation services on or adjacent to the Premises. "Reserved Facilities" means existing tracks, pipes, conduits, thoroughfares, roads, tunnels, electric communication and signal transmission lines and poles and guys for such lines, and any other facilities of similar nature on, above or below the ground, belonging to any party whatsoever. Lessor reserves the right and easement to operate, maintain, repair, replace, reconstruct, augment, or relocate any Reserved Facilities existing within or adjacent to the Premises. This Lease is subject and subordinate to any right which Lessor or any easement holder, lessee, or licensee of Lessor may have in the Reserved Facilities. Lessee shall not interfere with the maintenance or operation of the Reserved Facilities, or the rights of Lessor's easement holders, lessees, or licensees with respect thereto.

6.2 Lessee shall maintain prescribed clearances for all railroad tracks on or adjacent to the Premises. All such clearance areas shall be kept free of any obstruction.

Rent
Covenants

7.1 Lessee covenants and agrees to pay the rent and all additional rent without prior demand, setoff, or counterclaim. Lessor may apply each payment of rent or additional rent or service charge when received in such order as Lessor may determine, any rule, law, practice between Lessor and Lessee, or custom to the contrary notwithstanding. No payment shall operate as an accord and satisfaction, notwithstanding any statement or endorsement accompanying such payment. Each payment shall be deemed received by Lessor without prejudice to its right to collect any balance of payments due from Lessee.

7.2 If Lessee does not pay rent or additional rent for a period of 10 days from the day when the same shall have been due and payable, then Lessee shall pay a service charge at the rate of 1.5% per month (or at the legal maximum in the jurisdiction in which the Premises are located, whichever is greater) on the amount of any such rent for each month or portion of a month that the same shall remain unpaid; provided, however, that such service charge shall, in no event, be less than \$25.00 for any month or portion thereof.

Taxes and
Assessments

8. Lessee shall pay as additional rent all real estate taxes and all assessments of any nature imposed upon or assessed against the Premises and against any improvements made by Lessee, or any trade fixtures or other property of Lessee, real or personal, located on the Premises. Such payments shall be made by Lessee to Lessor within 10 days after receipt of invoices from Lessor, unless Lessor directs payment be made to the taxing or assessing authority. If the Premises are not taxed as a parcel but are taxed as part of a larger parcel, Lessee shall pay an equitable portion, as fixed by Lessor, of the taxes and the assessments upon the whole tract or parcel of which the Premises are a part.

Utilities

9. Lessee shall be responsible at its sole cost and expense (including fees for permits and similar documents) to obtain all utility services required or desired by Lessee, including the installation of meters and submeters if none exist. Lessee shall be responsible for all charges for utilities consumed by, and supplied to, Lessee by the provider thereof. Lessee shall not obtain any utility service from any of Lessor's facilities without first obtaining the consent of Lessor.

Condition
of Premises

10. Lessee has inspected the Premises and accepts it in its present condition. Lessor makes no representations as to the zoning, condition, utility, or fitness of the Premises for any use. Lessee shall perform all maintenance and repair of any nature, interior and exterior, ordinary and extraordinary, to the Premises, and to any improvements now or hereafter existing, necessary to keep the Premises and any improvements in good order and in safe condition, including any adjacent walkways, roads, and Lessee parking areas, and including snow and ice removal. Lessor shall have no obligation whatsoever to maintain or repair the Premises.

Signs and
Improvements

11. Lessee shall not place any sign, advertising, or improvements on the Premises without the prior consent of Lessor. Lessee shall remove completely all improvements made by it upon the Premises within 10 days of the expiration or sooner termination of this Lease, and Lessee shall restore the Premises to its condition prior to placing such improvements, or other property, upon same. If Lessee fails to remove completely such improvements, and other property of Lessee and of any other party, Lessor may elect to retain such improvements or property, or enter the Premises and raze or remove same, Lessee hereby waiving any claim or right of action with respect thereto, and Lessee agrees to pay Lessor all its costs related to such razing or removal, including storage and transportation, and to indemnify Lessor against any claim or action by any party brought or asserted against Lessor with respect to such retention, razing, or removal. Lessee shall not change, or permit any change of, the existing grade or topography of the Premises without the prior approval of Lessor.

TOVCC 17178

Compliance With Law	12. Lessee shall, at its own expense, promptly comply with all present and future laws, regulations, and orders of all governmental authorities affecting the Premises under all circumstances, whether or not Lessor shall be responsible primarily for such compliance. Lessee shall indemnify Lessor and shall pay all expenses, damages, penalties, and claims, including reasonable counsel fees, that may in any manner arise from, or be imposed because of, the failure of Lessee to comply with this Section.
Assignment and Subletting	13. Lessee shall not assign, hypothecate, or transfer any portion of Lessee's interest in this Lease or the Premises, in whole or in part, or sublet or license the Premises, or any part thereof, without the prior consent of Lessor, and any attempt to do so shall render same null and void. Lessee shall not permit any security interest in any third party to attach to the Premises, any part thereof, or any improvements or any personal property now or hereafter placed or kept thereon, without the prior consent of Lessor, and any attempt to do so shall render same null and void.
Indemnity and Liability	14. Lessee shall relieve, indemnify, and defend Lessor against and from all expenses, damages, actions, fines, penalties, claims, judgments, settlements, and demands of every kind or nature, including reasonable counsel, investigator, and expert fees, arising out of any failure by Lessee to perform any of the agreements, terms, covenants, or conditions of this Lease, and any bodily injury, death, or property loss or damage to or of any person or entity that comes upon the Premises or appurtenances thereto, or on or under the walkways, roadways, sidewalks, curbs, or loading areas contiguous thereto, however occurring, and also for any matter growing out of the condition, occupation, maintenance, alteration, repair, use, or operation of the Premises or appurtenances thereto or any part thereof, or of the walkways, roadways, sidewalks, curbing, and loading areas contiguous thereto, including without limitation, any escape, release, or existence of substances or materials from any source, or any contamination therefrom, unless caused directly by the sole negligence of Lessor. For the purposes of this Section the term "Lessor" shall include not only the Lessor named herein, but also any officer, employee, parent, or subsidiary of Lessor, and its or their agents, employees and officers.
Environmental Compliance	<p>15. (a) Lessee represents that it has conducted a complete inspection of the Premises and except as noted herein, finds the Premises to be reasonably free from pollution-induced conditions. It is understood between the parties that, at the time this Lease is entered into, the condition of the Premises meets all federal, state, and local laws, rules, and regulations designed to prevent or control the discharge of substances into the land, water, and air.</p> <p>(b) Without limiting any other provisions of this Lease, Lessee will at all times maintain and keep the Premises and all improvements and property now or hereafter erected or placed thereon, at its expense, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances into the land, water, or air, and Lessee agrees to indemnify, hold harmless and defend Lessor from and against any and all suits, actions, proceedings, fines, or claims arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of Lessor.</p> <p>(c) Without limiting any other provision of this Lease, Lessor shall have the right to enter and inspect the Premises in order to determine whether Lessee is complying with such laws, rules, or regulations, but no such inspection or absence of inspection by the Lessor shall be construed to relieve Lessee of its obligations to comply with all such laws, rules, or regulations.</p> <p>(d) As security for Lessor in the event of any violation, as aforesaid, or any federal, state and local laws, rules, and regulations, designed to prevent or control the discharge of substances into the land, water or air during the term of this Lease, and any continuation of Lessee's occupancy, Lessee hereby agrees to obtain a security bond in the amount of \$100,000 for the benefit of Lessor for any damages, suits, actions, proceedings, fines, or other claims arising from or alleged to arise from a violation of any such law, rule, or regulation. Lessee agrees to provide such bond to Lessor in advance of occupying the Premises. Failure to obtain and maintain in effect such bond shall constitute a material breach of this Lease.</p>
Insurance	<p>16. (a) Lessee shall maintain continuously in effect a policy of comprehensive general liability insurance, including contractual liability covering the liability assumed by Lessee under the provisions of Section 14 of this Lease. Such insurance shall be in limits of not less than \$2,000,000 single limit for death and bodily injury, and or property loss and damage for each occurrence. If the Premises consist of a building or other similar improvements owned by Lessor, Lessee shall maintain continuously in effect a commercial all-risk insurance policy insuring such building, improvements, and all major systems therein for full replacement cost or actual cash value, the former if obtainable for the Premises. With respect to general liability, such all-risk policy shall contain the coverages required in this paragraph. Such insurance shall be in a form acceptable to Lessor and shall be maintained in a solvent company licensed to sell insurance in the state in which the Premises are located. Lessee shall maintain such direct damage coverage as Lessor may request, in amounts, companies, and form acceptable to Lessor. Any such insurance on the property of Lessee, or in Lessee's custody, shall contain a waiver of subrogation against Lessor, its officers, employees, and agents, and an endorsement naming Lessor as an additional insured. Lessee must deliver such insurance to Lessor at the time of signing this Lease.</p> <p>(b) In the event of any substantial loss, damage to, or destruction of the Premises (if the Premises consist of a building or other similar improvements owned by Lessor), or any major system thereof, in the sole judgment of Lessor, by any cause whatsoever, Lessor shall have the option, within thirty (30) days from the date thereof, of terminating this Lease by notice to Lessee, or of requiring Lessee to repair such loss, damage, or destruction. If Lessor elects to terminate this Lease, such termination date shall be set forth in the notice from Lessor as aforesaid, and Lessee shall forthwith endorse all insurance proceeds to Lessor. In the event Lessor elects to have Lessee repair such loss, damage, or destruction, Lessee shall, within thirty (30) days of the date of Lessor's notice as aforesaid, submit plans to Lessor for its approval prior to the commencement of any repair work. If Lessor elects to have such loss, damage, or destruction repaired, and if, but only if, the Premises shall have been rendered wholly untenantable by reason thereof, base rent only shall abate from the date of such loss, damage, or destruction until the date of completion of repairs. In the event the Premises are rendered only partially untenantable by such loss, damage, or destruction, or destruction, base rent and additional rent shall continue in full force and effect for that portion of the Premises which remain tenantable, and Lessee shall proceed to repair the Premises after submitting plans therefor to Lessor for its approval within thirty (30) days following such loss, damage, or destruction. Upon approval by Lessor of any repair plans of Lessee, Lessee shall proceed immediately to commence such repairs and to diligently and continuously make same until completed at the earliest practicable date. "Diligently and continuously" shall mean having workmen at the Premises each and every business day, for eight hours each day, weather permitting. In the event of a termination of this Lease by Lessor as aforesaid, all rent shall end as of the date of such loss, damage, or destruction, and any rent paid beyond such date shall be refunded pro-rata to Lessee.</p>

Condemnation	17. If all or any part of the Premises shall be acquired or taken on a theory of eminent domain, Lessee shall have no claim for the value of any unexpired term of this Lease and Lessee hereby assigns to Lessor any claim for loss of Lessee's leasehold interest. Lessee may, however, make claims against the condemning authority for moving expenses, loss of fixtures, or other matters which do not affect the award otherwise payable to Lessor, but Lessee shall have no claim against Lessor or no claim against the condemning authority which would reduce the award otherwise payable to Lessor.
End of Term	<p>18.1 In the event of default by tenant ^{Lessee}, Lessor may terminate this Lease at any time upon 10 days' notice. Should Lessee fail to surrender the Premises upon the date set forth in such termination notice, the base rent hereunder shall be increased to 200% of the base rent in effect at the time of such termination, plus all charges herein reserved as additional rent, until Lessor notifies Lessee in writing that a lesser rent shall be in effect. However, nothing in this Lease shall limit the availability of the rights and remedies of Lessor under law against Lessee in the event of a default by Lessee.</p> <p>18.2 If Lessor terminates this Lease for an event of default by Lessee, Lessor shall have, in addition to any rights in this Lease, all rights available to it at law to regain possession of the Premises and to collect all sums due Lessor, including rent for the balance of the term. Without limiting any such rights, Lessor may seize any property of any party found thereon and sell same to satisfy all indebtedness of Lessee under this Lease, and Lessee waives any claim or right of action against Lessor with respect to such seizure and sale. With respect to such seizure, Lessor may enter the Premises without any liability to Lessee or to the owner of any property found on the Premises, and may change the locks on any improvements on the Premises. With respect to such a sale, and to any levy upon execution of any judgment obtained by Lessor for non-payment of monies due under this Lease, Lessee hereby waives any right of replevin and its rights under any law which now or hereafter may exempt any such property from sale.</p>
Inability to Perform	19. Lessee specifically agrees that its liability for all rent and for all of the other covenants and conditions of this Lease shall not be affected or reduced by the failure of Lessor to perform any of its obligations under this Lease or to supply any service whether specifically required herein or not.
Event of Default	20. If Lessee fails or is unable to pay rent or additional rent, or if Lessee fails or is unable to perform any non-monetary agreement, term, covenant, or condition of this Lease, and such default continues for a period within which performance is required to be made by specific provision of this Lease, or if no such period is so provided, for a period of 5 days after notice thereof by Lessor to Lessee or, if such performance cannot be reasonably accomplished within such 5 day period, Lessee does not in good faith commence such performance within such 5 day period and does not diligently proceed therewith to completion, then Lessor may avail itself of any right or remedy given by this Lease or by law.
No Waiver	21. No waiver by Lessor of any breach of Lessee's obligations, agreements, or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement, or covenant, or shall any forbearance by Lessor of any rights and remedies with respect to such or any subsequent breach. No failure by Lessor to bill Lessee for any amounts due under this Lease shall be deemed an estoppel or construed as a waiver of the right of Lessor to collect such sums from Lessee.
Notices	22. Every notice, approval, consent, or other communication desired or required under this Lease shall be effective only if the same shall be in writing and sent postage prepaid by United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address indicated in Section 1 of this Lease, or such other address as either party may designate by notice given from time to time in accordance with this Section.
Binding on Successors	23. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the successors, heirs, personal representatives, and assigns of the parties hereto, subject, however, to Section 13 of this Lease.
Quiet Enjoyment	24. Nothing herein contained shall imply or import a covenant on the part of Lessor for quiet enjoyment.
State Approval	25. To the extent required by law, this Lease shall be subject to the approval of any governmental entity.
Entire Agreement	26. The entire agreement between Lessor and Lessee is set forth in this Lease, and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, other than as set forth in this Lease. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto.
Headings	27. The heading of each section of this Lease is for convenience only and it shall not be deemed a construction of intent of any such section.
Annual Consumer Price Index Base Rent Adjustments	<p>28. The rent provided in Paragraph 4 as the current base rent shall, on an annual basis, be changed by the same percentage increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)(1967 = 100)" specified for "All Items - United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index"). In no event, however, shall the rent be less than the base rent payable as of the effective date of this Lease.</p> <p>The current base rent payable shall be changed in accordance with the following:</p> <ol style="list-style-type: none"> The current base rent shall be adjusted annually, commencing March 1, 19 87. Each adjustment shall be made with reference to the price index for the fourth month immediately preceding the effective date of each adjustment (Current Price Index). Each such adjustment shall be made by determining the percentage change of the then Current Price Index over the price index for the full calendar month of the effective date of this Lease ("Base Price Index"). Such percentage shall be computed by (i) obtaining the difference between the Current Price Index and the Base Price Index and (ii) dividing such difference by the Base Price Index. The percentage thus determined shall be multiplied by the then applicable current base rent hereinabove set forth, and the product thus determined shall represent the change payable in addition to the current base rent until a subsequent adjustment shall be made under this section. <p>In the event the index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula or table for converting the index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as shall be reasonably determined by landlord ^{Lessor}.</p>

29. The provisions typed on this page and any exhibit or addendum to this Lease shall be deemed a part hereof.

Lease
Subject
To

30. This lease is subject to overhead power lines, private crossings, portion of Captina Creek and State Route 148 crossing the premises.

Creek
Pollution

31. Lessee shall not pollute or contaminate the waters of Captina Creek or any other stream in any manner whatsoever, and Lessee agrees to defend, indemnify and hold harmless Lessor against any claims, demands and penalties caused by or arising out of the pollution or contamination of the waters of Captina Creek or of any other stream.

Track
Clause

32. IT BEING UNDERSTOOD AND AGREED that the Lessor shall have the right at all times to shift cars placed on Lessee's sidetrack and to move its cars and engines over the same for the purposes of placing cars on other portions thereof for the use of Lessor and its other patrons and for the operation of its railroad, and that Lessee's use of said sidetrack and tipple shall be subject to the rules and regulations as prescribed in Lessor's filed tariffs.

Weed
Control

33. Lessee shall and will, at its own cost and expense during the continuance of this lease, keep the weeds properly mown and properly destroy all noxious weeds in accordance with Ohio State Law.

Superseding
Lease

34. This lease shall supersede and cancel lease dated October 20, 1970 and any and all amendments thereto between THE NORTH AMERICAN COAL CORPORATION and George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION, Lessee of the Pennel Company, predecessor to CONSOLIDATED RAIL CORPORATION.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth in Section I.

WITNESS:

LESSEE THE NACCO MINING COMPANY

By: Fred G. Miller, Sr. 2/20/86 (Seal)
Title: Robert E. Murray 2-20-86 2/20/86 C.

CONSOLIDATED RAIL CORPORATION

By: Kenneth C. Miller
Manager - Real Estate

No pending litigation
per David Bartsch
6-16-89
mjd

Cornie Majors 2/28/86
R. P. Tezak

204706

PAID \$18.00

VOL 655 PAGE 365

EASEMENT

This Agreement made on the 8th day of MAY, 1989, by and between PAUL A. KANZIGG and SILVIA M. KANZIGG, Husband and Wife, Grantors, and THE OHIO VALLEY COAL COMPANY, Grantee.

Witnesseth, whereas the Grantee is the owner of certain lands adjacent to the land of the Grantor, hereinafter described, and the Grantee desires access from its said lands over the land of the Grantor for the purpose of an access road and for the purpose of hauling coal on said roadway.

Now, therefore, the Grantors, their heirs, successors and assigns, grant and convey unto the Grantee, its successors and assigns forever, an easement in, to, upon, and over a certain parcel of land, owned by the Grantors, described as follows:

Situated in the State of Ohio, County of Belmont, and in the Township of Washington, and being a part of the Northwest Quarter of Section 28, Township 5, Range 4, and being more particularly described and bounded as follows:

Beginning at a spike (found) marking the Southwest corner of the Northwest Quarter of Section 28, Township 5, Range 4, and also being the Southwest corner of a 44.540 acre tract (Tract II) as recorded in Volume 650 at Page 701 in the Belmont County Record of Deeds, now owned by Paul A. and Silvia M. Kanzigg, thence, and along with the South line of the same 44.540 acre tract and being also the South line of the same Northwest Quarter, S. 87 degrees, 26 minutes, 41 seconds E. 1328.00 ft. to the Southeast corner of the same 44.540 acre tract, and being also the same corner for the Southwest corner of a 107.385 acre tract, now owned by The Ohio Valley Coal Company, as recorded in Volume 519 at Page 626 in the Belmont County Record of Deeds and marking the beginning point of the herein described easement; thence from said beginning point and along with Grantors' Eastern line, N. 1 degrees, 18 minutes, 33 seconds W. 65.84 ft. to the

centerline of the traveled portion of relocated State Route 148 (see: Plat. Cab. "C", Slide 5, Bel-148-12.02-12.21), thence, and along with the centerline of the traveled portion of State Route 148, N. 36 degrees, 50 minutes, 13 seconds W. 169.69 ft. to a point on the East right-of-way line of a 5.523 acre tract, now or formerly owned by the P.O.V. & C. Railroad Company, as recorded in Volume 379 at Page 488 in the Belmont County Record of Deeds, thence, and leaving the centerline of the traveled portion of State Route 148 and with the East right-of-way line of said P.O.V. & C. Railroad, S. 19 degrees, 44 minutes, 47 seconds W. 198.20 ft. to a point on the South line of said Grantors' 44.540 acre tract, thence, and along with the South line of same, S. 87 degrees, 26 minutes, 41 seconds E. 156.58 ft. to the place of beginning of the herein described easement, containing 0.44 acres of land, more or less, and subject to all legal highways and easements of record.

Bearings in this description are based on the South line of the Northwest Quarter of Section 28, Township 5, Range 4, as recorded in Volume 650 at Page 701 in the Belmont County Record of Deeds.

This description prepared in April, 1989, by Claude L. Luke of The Ohio Valley Coal Company, who is Ohio Registered Surveyor No. 7186.

Said easement is given to the Grantee, its successors and assigns for the sole purpose of ingress, egress, and regress to the exclusion of the Grantors, their heirs, successors, and assigns, or to others later granted a similar right.

The Grantee, for itself and its successors and assigns, covenants with the Grantors, their heirs, successors, and assigns, to at all times maintain and make necessary repairs, at its or their own expenses, should the roadway require same for its proper upkeep and maintenance.

As a consideration for the right herein granted, said Grantee, by its acceptance hereof agrees to pay the Grantors, their heirs, successors and assigns, the sum of \$100 per month when no coal is being trucked on said roadway and the sum of \$200

per month when coal is being trucked on said roadway.

To have and to hold said easement and right unto the Grantee, its successors and assigns forever. It is further agreed by and between the Grantors and the Grantee that only the Grantee, its successors and assigns, shall have the right to terminate said easement upon thirty (30) days written notice to the Grantors, their heirs, successors and assigns.

In witness whereof, the parties hereto have duly executed this agreement.

Claude L. Lush
David L. Bartock

Paul A. Kanzigg
Paul A. Kanzigg
Silvia M. Kanzigg
Silvia M. Kanzigg

James L. Rucker
Edith M. Otto

Robert E. Munn
President and CEO of The
Ohio Valley Coal Company
Stanley S. Horgan
Secretary of The
Ohio Valley Coal Company

STATE OF OHIO)
COUNTY OF BELMONT) ss.

Before me, a Notary Public, in and for said county, personally appeared the above named PAUL A. KANZIGG and SILVIA M. KANZIGG, Husband and Wife, who acknowledged that they did sign the

RECORDED
MAY 16 8 57 AM '89
STANLEY S. HORGAN
RECORDER
MAY 17 1989

BELMONT CO. OFFICE OF ALVIN
VOL. 655 PAGE 365

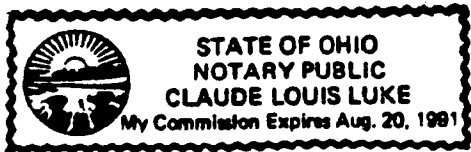
foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at 56356 BELMONT RIDGE ROAD, this 8th day of MAY, 1989. BEALLSVILLE, OHIO

Claude Louis Luke
Notary Public

MY COMMISSION EXPIRES AUG. 20, 1991

My Commission Expires:



STATE OF OHIO)
COUNTY OF BELMONT) ss.

Before me, a Notary Public, in and for said county, personally appeared the above named Robert E. Murray, President and CEO and Stephen C. Ellis, Secretary of The Ohio Valley Coal Company, an Ohio corporation, on behalf of the corporation.

In Testimony Whereof, I have hereunto set my hand and official seal, at CLEVELAND OHIO, this 10th day of MAY, 1989.

Michael J. O'Brien
Notary Public

My Commission Expires:

MICHAEL J. O'BRIEN, ATTORNEY AT LAW
NOTARY PUBLIC, State of Ohio
My Commission Has No Expiration Date
Section 14703 R.C.

This instrument prepared by Elizabeth L. Glick, Attorney at Law.
St. Clairsville, Ohio 43950

TRANSFER NOT NECESSARY

5-16-89

J.A. PAPPANO, AUDITOR

DEPUTY

TRANSFER NOT NECESSARY
By J. E. Hennessey

FRED F. HENNESSY
County Registrar

No pending litigation, per David Bartuch, 6-16-89.
mjd

ASSIGNMENT

For Value Received, I, PAUL A. KANZIGG, of 56355 Belmont Ridge Road, Beallsville, Belmont County, Ohio, hereby assign, transfer and set over to SILVIA M. KANZIGG of 56355 Belmont Ridge Road, Beallsville, Belmont County, Ohio, all of my right, title and interest in a certain Easement and Agreement dated MAY 8th, 1989, by and between Paul A. Kanzigg and Silvia M. Kanzigg and The Ohio Valley Coal Company, subject to all the terms and conditions thereof.

In Witness Whereof, I have hereunto set my hand on the 13th day of MAY, 1989.

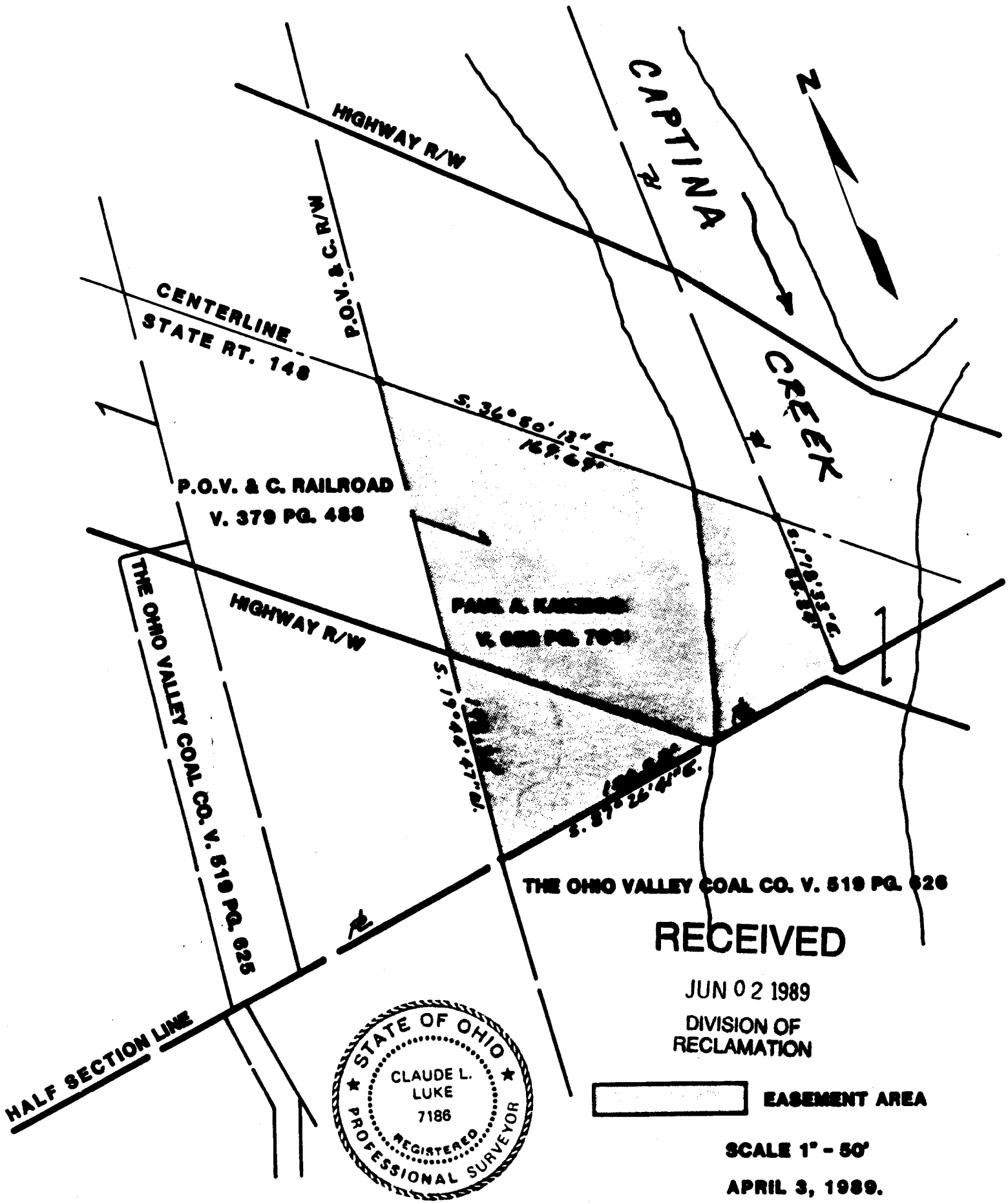
Paul A. Kanzigg
Paul A. Kanzigg

RECEIVED

JUN 02 1989

DIVISION OF
RECLAMATION

EXHIBIT A



OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF RECLAMATION

ATTACHMENT 16
(NEGATIVE DETERMINATION OF PRIME FARMLAND)

Applicant THE OHIO VALLEY COAL COMPANY D-0360 1BR Coal Loadout

This attachment is to be completed and submitted with the permit application if the response to item I (1) in Part 2 of the permit application is "no". Check (X) and complete the appropriate section.

- X 1. Lands within the proposed permit area have been used for the production of cultivated crops for less than five years out of ten years preceding the date of the permit application.

Owner: (Leassor) Date: August 11, 1988

County: Belmont Township: Washington Section: 28

Lot: N/A Acres: 2.0


(Signature of Landowner)
Property Manager

Owner: _____ Date: _____

County: _____ Township: _____ Section: _____

Lot: _____ Acres: _____

(Signature of Landowner)

2. The slope of all land within the permit area is ten percent or greater.

Signed: _____ Date: _____

Title: _____

3. Other factors exist such as a very rocky surface, or the land is frequently flooded during the growing season more often than once in two years, and the flooding has reduced crop yields.

Signed: _____ Date: _____

Title: _____

4. On the basis of a soil survey, there are no soil map units within the proposed permit area that have been designated prime farmland by the U.S. Soil Conservation Service (SCS). Attach a copy of the (SCS) finding to this attachment.

Reclamation Description

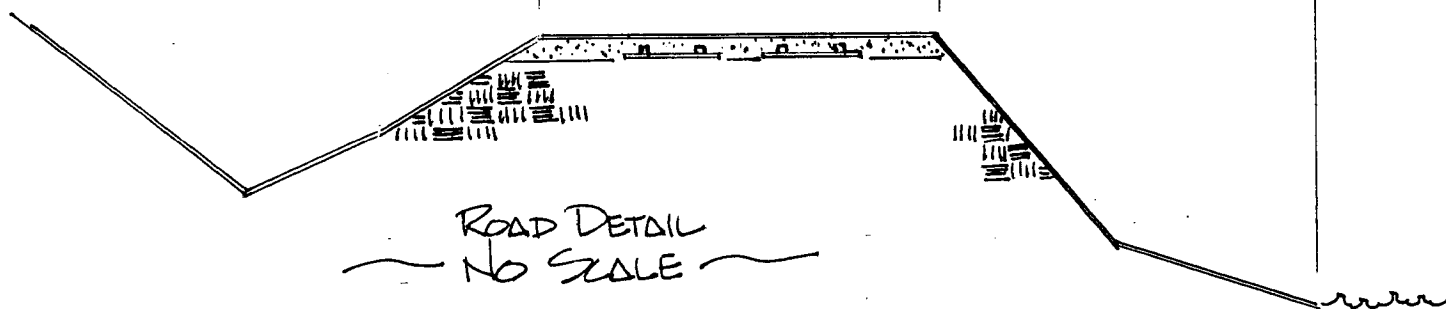
At the time that the rail road track along State Route 7 is repaired, the gravel that is being used to create the roadbed will be cleaned from the track, and the rail will revert to its previous use.

EXISTING HILLSIDE

EXISTING RAIL
COVERED WITH
GRAVEL

STREAM BANK

CAPTINA
CREEK



THE OHIO VALLEY COAL COMPANY

TEMPORARY HAUL ROAD
ALONG EXISTING RAIL TRACKS -
LOADOUT FACILITY

The Ohio Valley Coal Company

56854 Pleasant Ridge Road
Alledonia, Ohio 43902

August 3, 1988

Mr Tim Dieringer, Chief
Division of Reclamation
Ohio Department of Natural Resources
Fountain Square, Building B
Columbus, Ohio 43224

Dear Mr Dieringer;

The Ohio Valley Coal Company, owner and operator of the Powhatan No 6 Mine, proposes to temporarily alter its clean coal loading facility. Attached for your review is an Application for Incidental Boundary Revision covering the area needed for this addition to the Permit Area.

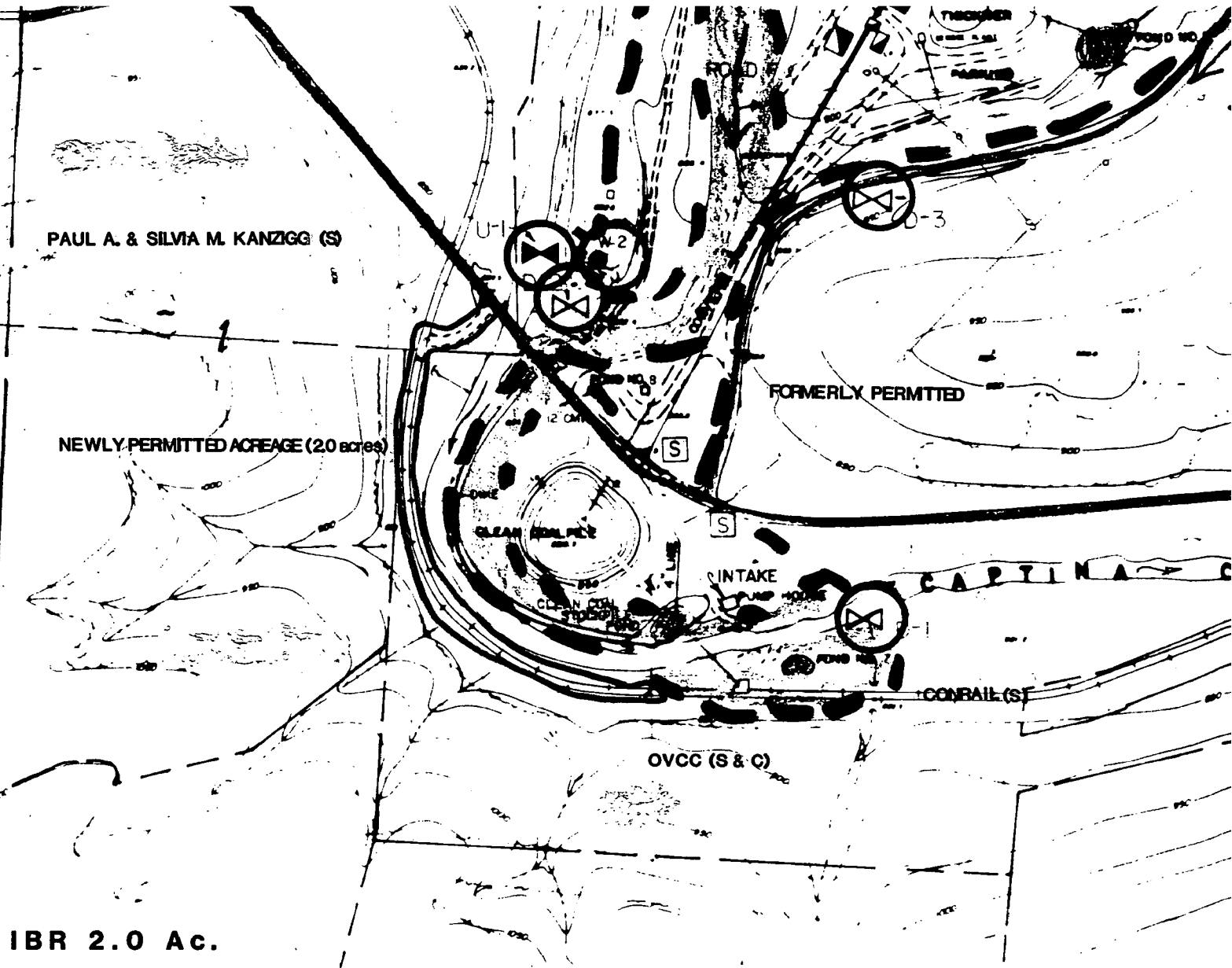
The site is located along an existing rail track adjacent to the previously permitted coal loadout.

Upon completion of your review, please contact me at the No 6 Mine (614) 926-1351.

Sincerely,

A handwritten signature in cursive script, appearing to read "Louise Watson", followed by a horizontal line.

Louise Watson
Environmental and
Permit Coordinator



IBR 2.0 Ac.

MAP SYMBOLS

OCCUPIED DWELLING
 UNOCCUPIED BUILDING
 PUBLIC BUILDING
 SCHOOL
 CHURCH
 COMMERCIAL/BUSINESS BUILDING
 COAL OUTCROP
 UTILITY
 TEST BORING
 ENTRANCE SIGN
 PROPERTY LINE
 PERENNIAL STREAM
 INTERMITTENT STREAM
 CONSTRUCTED DRAINWAY
 SEDIMENT POND
 INACTIVE MINING AREA
 TREE PLANTING AREA
 WATER TREATMENT FACILITY
 PUBLIC WATER LINE
 SEEP, SEEPAGE ZONE, SWAMP
 DEEP MINE ENTRY
 DEEP MINE WATER DISCHARGE
 UPSTREAM SAMPLING STATION
 DOWNSTREAM SAMPLING STATION
 DRILLED WELL (LOG AVAILABLE)
 DRILLED WELL (NO LOG AVAILABLE)
 DUG WELL
 DEVELOPED SPRING
 UNDEVELOPED SPRING
 SOURCE OF PUBLIC WATER SUPPLY
 MONITORING STATION
 BACKGROUND SAMPLING STATION
 ROADS OUTSIDE PERMIT AREA
 POLLUTION CONTROL FACILITY

CERTIFICATION

I, the undersigned, hereby certify that this map is correct, and shows to the best of my knowledge and belief, all the information required by Chapter 1513 of the Revised Code and Rules adopted thereunder.

Acknowledged before me, a Notary Public, this _____ day of _____ in the year _____.

CLAUDE LOUIS LUKE, NOTARY PUBLIC

The Ohio Valley Coal Company
 56854 Pleasant Ridge Road Alledonia, Ohio 43902
 Powhatan No 6 Mine
 Belmont County, Washington Twp. T-5-N R-4-W Sec 28
 Scale 1" = 400' Contour 50' Date 7/88 Map No. _____

Incidental Boundary Revision

TOVCC 17194

J & E MOORE (S)

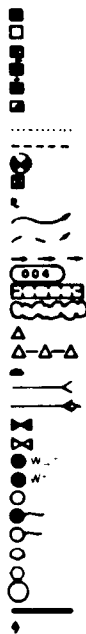
W & D SISSON (S)

NACCO (S & C)

IBR 2.0 Ac.

MAP SYMBOLS

OCCUPIED DWELLING
UNOCCUPIED BUILDING
PUBLIC BUILDING
SCHOOL
CHURCH
COMMERCIAL / BUSINESS BUILDING
COAL OUTCROP
UTILITY
TEST BORING
ENTRANCE SIGN
PROPERTY LINE
PERENNIAL STREAM
INTERMITTENT STREAM
CONSTRUCTED DRAINWAY
SEDIMENT POND
INACTIVE MINING AREA
TREE PLANTING AREA
WATER TREATMENT FACILITY
PUBLIC WATER LINE
SEEP, SEEPAGE ZONE, SWAMP
DEEP MINE ENTRY
DEEP MINE WATER DISCHARGE
UPSTREAM SAMPLING STATION
DOWNSTREAM SAMPLING STATION
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DRILLED WELL (NO LOG AVAILABLE)
DUG WELL
DEVELOPED SPRING
UNDEVELOPED SPRING
SOURCE OF PUBLIC WATER SUPPLY
MONITORING STATION
BACKGROUND SAMPLING STATION
ROADS OUTSIDE PERMIT AREA
POLLUTION CONTROL FACILITY



CERTIFICATION

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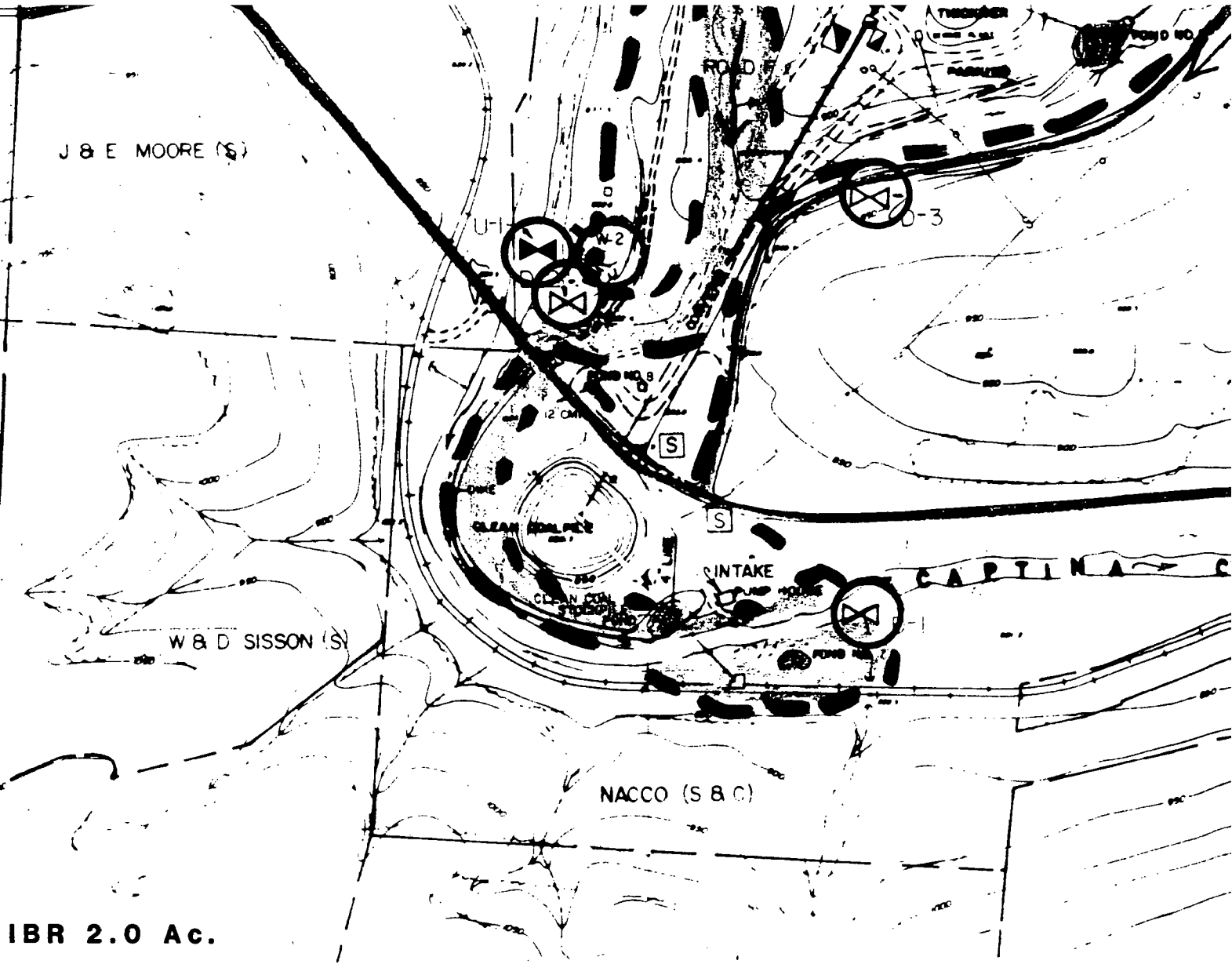
Acknowledged before me, a Notary Public, this _____ day of _____ in the year _____.

Louise E. Watson, Notary Public
State of Ohio
My Commission Expires April 15, 1990

The Ohio Valley Coal Company
56854 Pleasant Ridge Road Alledonia, Ohio 43902
Powhatan No 6 Mine
Belmont County, Washington Twp. T-5-N R-4-W Sec 28
Scale 1" 400' Contour 50' Date 7/88 Map No.

Incidental Boundary Revision

TOVCC 17195



MAP SYMBOLS

OCCUPIED DWELLING
 UNOCCUPIED BUILDING
 PUBLIC BUILDING
 SCHOOL
 CHURCH
 COMMERCIAL/BUSINESS BUILDING
 COAL OUTCROP
 UTILITY
 TEST BORING
 ENTRANCE SIGN
 PROPERTY LINE
 PERENNIAL STREAM
 INTERMITTENT STREAM
 CONSTRUCTED DRAINWAY
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 WATER TREATMENT FACILITY
 PUBLIC WATER LINE
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 ROADS OUTSIDE PERMIT AREA
 POLLUTION CONTROL FACILITY

CERTIFICATION

I, the undersigned, hereby certify that this map is correct, and shows to the best of my knowledge and belief, all the information required by Chapter 1513 of the Revised Code and Rules adopted thereunder.

Acknowledged before me, a Notary Public, this _____ day of _____ in the year _____.

Louise E. Watson, Notary Public
 State of Ohio
 My Commission Expires April 15, 1990

The Ohio Valley Coal Company
 56854 Pleasant Ridge Road Alledonia, Ohio 43902
 Powhatan No 6 Mine
 Belmont County, Washington Twp. T-5-N R-4-W Sec 28
 Scale 1" = 400' Contour 50' Date 7/88 Map No

Incidental Boundary Revision

TOVCC 17196

J & E MOORE (S)

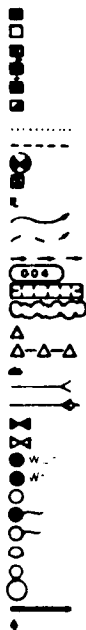
W & D SISSON (S)

NACCO (S & C)

IBR 2.0 Ac.

MAP SYMBOLS

OCCUPIED DWELLING
 UNOCCUPIED BUILDING
 PUBLIC BUILDING
 SCHOOL
 CHURCH
 COMMERCIAL/BUSINESS BUILDING
 COAL OUTCROP
 UTILITY
 TEST BORING
 ENTRANCE SIGN
 PROPERTY LINE
 PERENNIAL STREAM
 INTERMITTENT STREAM
 CONSTRUCTED DRAINWAY
 SEDIMENT POND
 INACTIVE MINING AREA
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 WATER TREATMENT FACILITY
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CERTIFICATION

I, the undersigned, hereby certify that this map is correct, and shows to the best of my knowledge and belief, all the information required by Chapter 1513 of the Revised Code and Rules adopted thereunder.

Acknowledged before me, a Notary Public, this _____ day of _____ in the year _____.

Louise E. Watson, Notary Public
 State of Ohio
 My Commission Expires April 15, 1990

The Ohio Valley Coal Company
 56854 Pleasant Ridge Road Alledonia, Ohio 43902
 Powhatan No 6 Mine
 Belmont County, Washington Twp. T-5-N R-4-W Sec 28
 Scale 1" 400' Contour 50' Date 7/88 MapNo _____

Incidental Boundary Revision

TOVCC 17197



October 7, 1988

Ms. Terry Reynolds
Division of Reclamation
Ohio Department of Natural Resources
Fountain Square
Columbus, Ohio 43224

Dear Ms. Reynolds:

Enclosed please find a check for \$150.00 to cover the fees due on incidental boundary revision to Permit D-0360.

We are in the process of preparing coverage for the \$5,000 bond. This should be in your hands within a week.

Please let me know if there are any questions.

Sincerely,

THE OHIO VALLEY COAL COMPANY

William J. Siplivy, P.E.
Chief Engineer

WJS:jlr

Enclosure

Copies to: F. T. Wertz
D. L. Bartsch
J. Graham (ODNR)
D. Jonard (ODNR)
T. Shearer (ODNR)

43902

ASS POSTAGE.
ALL SERVICES. (See front
of the return address
label or hand it to your rural
mail carrier.)
The right of the return address
is reserved and address on
the return label must be
the name and address of
the person to whom the
return is to be sent.
URN RECEIPT REQUIRED
on the front of this receipt
1-3811.



**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

November 1, 1988

Ms. Terri Reynolds
Bonding Supervisor
Division of Reclamation
Ohio Department of Natural Resources
Fountain Square
Columbus, Ohio 43224

Dear Ms. Reynolds:

A letter of credit amendment dated October 25, 1988, was recently forwarded to the State of Ohio, Department of Natural Resources, Division of Reclamation, Attention: Mr. Gordon Hufford. This document was forwarded by Ameritrust, Cleveland, Ohio.

This letter is to request verification of receipt of this document and to request that if you have any questions in its regard, to please contact me.

We believe that this letter of credit should satisfy all current requirements for bonding for current mining permits for The Ohio Valley Coal Company.

Sincerely,

THE OHIO VALLEY COAL COMPANY

Fred T. Wertz

Fred T. Wertz
Manager of Administrative Services

FTW:jlr
Enclosure
Copies to: R. E. Murray
W. J. Siplivy

56854 PLEASANT RIDGE ROAD • ALLEDONIA OHIO 43902 • (614) 926-1351

TOVCC 17199

Cable Address: **ITT4392041**
Telex Number: **NCLVUS33**
SWIFT:

Amendment Number **SIX**
Date **OCTOBER 23, 1988**

AMENDMENT IS IN CONFIRMATION OF OUR CABLE/TELEX OF TODAY

AMENDMENT TO DOCUMENTARY CREDIT

ADVISING BANK

ISSUING BANK'S NUMBER
SB 25711

ADVISING BANK'S NUMBER

APPLICANT

**THE OHIO VALLEY COAL COMPANY
29525 CHAGRIN BLVD., SUITE 111
PEPPER PIKE, OHIO 44122**

BENEFICIARY **STATE OF OHIO, DEPARTMENT OF
NATURAL RESOURCES, DIV. OF RECLAMATION
FOUNTAIN SQUARE, COLUMBUS, OHIO 43224
ATTN: GORDON HUFFORD**

This amendment is part of the
above credit and must be attached thereto.

The above mentioned credit is amended as follows:

LETTER OF CREDIT HAS BEEN INCREASED BY \$5,000.00 TO AN AGGREGATE AMOUNT OF \$936,500.00

**CHANGE NAME OF APPLICANT, WHEREVER IT APPEARS, FROM THE NACCO MINING COMPANY TO
THE OHIO VALLEY COAL COMPANY.**

**DELETE APPLICANT'S OLD ADDRESS, INSERT: 29525 CHAGRIN BLVD., SUITE 111
PEPPER PIKE, OHIO 44122**

**THIS AMENDMENT IS SUBJECT TO BENEFICIARY'S CONSENT. KINDLY SIGN AND RETURN THE
ENCLOSED COPY AS INDICATION OF BENEFICIARY'S CONSENT TO OUR INTERNATIONAL
DEPARTMENT, S-5, AT THE EARLIEST.**

All other terms and conditions remain unchanged.

AMERITRUST COMPANY NATIONAL ASSOCIATION

Martin Cantu
AUTHORIZED SIGNATURE

ADVISING BANK'S NOTIFICATION

Place, date, name and signature of advising bank

CUSTOMER'S COPY - NON NEGOTIABLE

THIS CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 1993 REVISION.
FOR PUBLICATION NO. 400 EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN.

R-29
7-87

DEPARTMENT OF NATURAL RESOURCES - DIVISION OF RECLAMATION
Fountain Square, Columbus, Ohio 43224

- Ohio Valley Coal Company
- 29525 Chagrin Blvd., Suite 111
- Pepper Pike, OH 44122

Permit D-360

Status Report 2

BOND DEPOSITED/RELEASED

Name of Bank/Surety Company	Receipt No./ Bond Number	Bond Amount	Rate/Acre	Amt. Previously Released
Ameritrust Co., Cleveland, OH	SB 18574	625,000.00	2500	625,000.00
	SB 25711	31,875.00	2500	-0-
	Rider	853,125.00	2500	-0-
	Rider	25,000.00	2500	-0-
	Rider	3,500.00	2500	-0-
	Rider	38,000.00	2500	-0-
	Rider	5,000.00	2500	-0-
		456,500		

Total Surety Deposited _____

Released _____

Total CD/Cash Deposited 1,581,500.00

Released 625,000.00

Total 1,581,500.00

Released 625,000.00

625,000

956,500

BOND BEING RELEASED

____ Ac. (G) (P) @ \$ _____ /Ac. = \$ _____
____ Ac. (G) (P) @ \$ _____ /Ac. = \$ _____
____ Ac. (G) (P) @ \$ _____ /Ac. = \$ _____
____ Ac. Excess @ \$ _____ /Ac. = \$ _____
____ Ac. Reaff. @ \$ _____ /Ac. = \$ _____

Reaff. by _____

Total being released = \$ -0-

BILLING OR RELEASE INFORMATION

Permit transfer _____

Date: 11-7-88

Approved: _____

Terri Reynolds
Terri Reynolds Division of Reclamation

CC: .
.
.

TOVCC 17201

The Ohio Valley Coal Company

56854 Pleasant Ridge Road
Alledonia, Ohio 43902

July 21, 1988

Mr Tim Dieringer, Chief
Division of Reclamation
Ohio Department of Natural Resources
Fountain Square, Building B
Columbus, Ohio 43224

Dear Mr Dieringer;

The Ohio Valley Coal Company, owner and operator of the Powhatan No 6 Mine, proposes to temporarily alter its clean coal loading facility. Attached for your review is an Application for Incidental Boundary Revision covering the area needed for this addition to the Permit Area.

The site is located along an existing rail track adjacent to the previously permitted coal loadout.

Upon completion of your review, please contact me at the No 6 Mine (614) 926-1351.

Sincerely,

A handwritten signature in cursive script, appearing to read "Louise Watson", followed by a horizontal line.

Louise Watson

Environmental and
Permit Coordinator

The Ohio Valley Coal Company

Application for Incidental Boundry Revision

Table of contents

Application Form	Page 1
Rights of Entry	Page 3
Reclamation Description	Page 4

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF RECLAMATION
Fountain Square
Columbus, Ohio 43224

APPLICATION FOR AN INCIDENTAL BOUNDARY REVISION
This Form Cannot Be Utilized For The Removal Coal
(File in Quadruplicate)

1. Permittee's Name The Ohio Valley Coal Co. 614/926/1351 Ph #
56854 Pleasant Ridge Road
2. Address Alledonia, Ohio 43902

- D-0360
3. Coal Mining Permit # _____ 2.0 Ac.
4. Additional acres to be permitted _____
5. Has this acreage been affected? Yes X, No _____.
6. Describe the reason this additional acreage is required.

The Ohio Valley Coal Company has been forced to take emergency measures to deliver coal to its customer due to the landslide and rail outage along the Ohio River. OVCC coal is usually shipped by unit train, and at this time, the coal must be trucked to rail loading facilities to the North of the outage. The revision being requested, will increase the surface effects area of the permit to include a truck road up to the existing rail loadout at the No 6 Mine.

7. Describe the activities to be conducted on this area.

To allow coal trucks to be loaded efficiently and economically, a temporary roadbed will be constructed on the existing Conrail track to gain access to the previously permitted train loadout of the Powhatan No 6 Mine.

8. Is the information contained in the previously approved permit application applicable to this revised area?
Yes _____, No X.

If "no", describe any changes to the previously approved permit that will apply to this revised area.

Rights of Entry

Name of Surface and Mineral Owners	Twp. & Range	Sec	Twp	County
<hr/>				
The Ohio Valley Coal Co.				
Name <u>56854 Pleasant Ridge Road</u>				
Address <u>Alledonia, Ohio 43902</u>	T-5-N R-4-W	28	Wash.	Belmont
City & State <u></u>				
Surface <u>X</u> Mineral <u>X</u>				

Conrail					
Name					
	1528 Walnut Street				
Address		T-5-N	28	Wash.	Belmont
	Philadelphia, Pa. 19102	R-4-W			
City & State					
Surface X	Mineral				

Name _____

Address _____

City & State _____

Surface _____ Mineral _____

Signature: Russ E. Sato Title: Environmental Permit Coord. Date: 7.20.88

(For Division Use Only)

This application is hereby _____ by the Chief, Division of Reclamation and effective this date. The acreage identified in item 5 of this application is now part of permit _____.

Chief, Division of Reclamation

\$ _____ of performance bond and \$ _____

agreement fee was received on _____.
(Date)

Rights of Entry

The Nacco Mining Company acquired the property allowing access to the rail track from State Route 148.

Conrail has given The Ohio Valley Coal Company permission to use the area occupied by the rail as an access road to the loadout area. No train cars will be using the area until the rail along State Route 7 is repaired. At that time, the truck loading facility will cease to operate

Reclamation Description

At the time that the rail road track along State Route 7 is repaired, the gravel that is being used to create the roadbed will be cleaned from the track, and the rail will revert to its previous use.

The Ohio Valley Coal Company

56854 Pleasant Ridge Road
Alledonia, Ohio 43902

July 21, 1988

Mr Tim Dieringer, Chief
Division of Reclamation
Ohio Department of Natural Resources
Fountain Square, Building B
Columbus, Ohio 43224

Dear Mr Dieringer;

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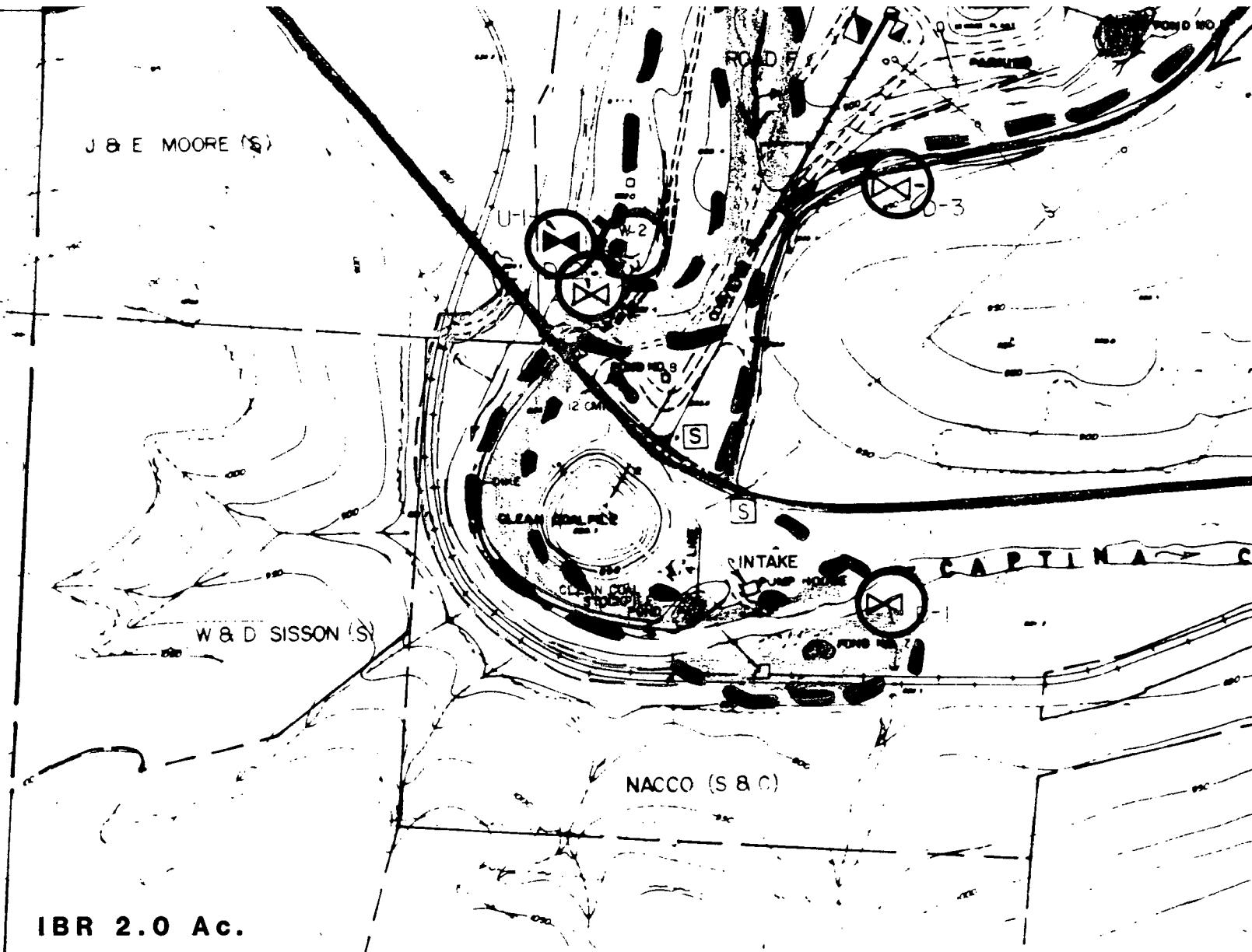
The site is located along an existing rail track adjacent to the previously permitted coal loadout.

Upon completion of your review, please contact me at the No 6 Mine (614) 926-1351.

Sincerely,

A handwritten signature in cursive script, appearing to read "Louise Watson", with a horizontal line extending to the right.

Environmental and
Permit Coordinator



MAP SYMBOLS

OCCUPIED DWELLING
 UNOCCUPIED BUILDING
 PUBLIC BUILDING
 SCHOOL
 CHURCH
 COMMERCIAL/BUSINESS BUILDING
 COAL OUTCROP
 UTILITY
 TEST BORING
 ENTRANCE SIGN
 PROPERTY LINE
 PERENNIAL STREAM
 INTERMITTENT STREAM
 CONSTRUCTED DRAINWAY
 SEDIMENT POND
 INACTIVE MINING AREA
 TREE PLANTING AREA
 WATER TREATMENT FACILITY
 PUBLIC WATER LINE
 SEEP, SEEPAGE ZONE, SWAMP
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 DOWNSTREAM SAMPLING STATION
 DRILLED WELL (LOG AVAILABLE)
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CERTIFICATION

I, the undersigned, hereby certify that this map is correct, and shows to the best of my knowledge and belief, all the information required by Chapter 1513 of the Revised Code and Rules adopted thereunder.

Acknowledged before me, a Notary Public, this _____ day of _____ in the year _____.

Louise E. Watson, Notary Public
State of Ohio

My Commission Expires April 15, 1990

The Ohio Valley Coal Company
 56854 Pleasant Ridge Road Alledonia, Ohio 43902
 Powhatan No 6 Mine
 Belmont County, Washington Twp. T-5-N, R-4-W Sec 28
 Scale 1" 400' Contour 50' Date 7/88 Map No. _____

Incidental Boundary Revision



May 30, 1989

Mr. Mike Dillman
Permits & Processing Section
Division of Reclamation
Department of Natural Resources
Fountain Square
Columbus, Ohio 43224

Dear Mr. Dillman:

This is in response to your letter dated September 8, 1988, regarding our request for an IBR. Find enclosed the following responses to your letter:

- Item 1 - The documents for rights of entry are enclosed.
- Item 2a - The NACCO Mining Company was purchased by The Ohio Valley Coal Company in May, 1988. All of the property previously held by NACCO is now owned by Ohio Valley Coal.
- Item 2b - The J & E Moore property has been sold to Paul A. and Silvia M. Kanzigg. A new agreement between Ohio Valley and the Kanziggs is included in the documentation for Item 1 above.

If you have any questions, please contact me.

Very truly yours,

THE OHIO VALLEY COAL COMPANY

David L. Bartsch, P.E.
Project Engineer

DLB:jl
Enclosures
Copies to:

M. D. McIntyre
J. R. Forrelli
M. R. St. John
C. L. Luke
File

56854 PLEASANT RIDGE ROAD • ALLEDONIA OHIO 43902 • (614) 926-1351

TOVCC 17211

LEASE AGREEMENT

Lessor's Rent
Account Number:
67-08935

Date and Parties

1. THIS LEASE is dated as of this 25th day of March, 19 86, between Consolidated Rail Corporation, a Pennsylvania corporation, through its Regional Real Estate office, which has a mailing address at Jacob Engineering Building, 100 Fleet Street, Pittsburgh, PA 15220 ("Lessor"), and THE NACCO MINING COMPANY, an Ohio Corporation, having a mailing address at 12800 Shaker Boulevard, Cleveland, Ohio 44120 ("Lessee").

Premises

2. The demised premises (the "Premises"), which Lessor demises to Lessee and Lessee takes from Lessor, are ALL THAT CERTAIN strip of land lying within Lessor's right of way line between Survey Station 699+75 northwesterly to Survey Station 812+30, containing an area of 15.0 acres, more or less, west of Alledonia and situate in the Township of Washington, County of Belmont, State of Ohio, as shown on Exhibit A, Revised January 22, 1986, attached hereto and made a part hereof.

Term

3. The term of this Lease shall commence March 1, 1986, and shall end upon thirty (30) days' written notice from either party ("Expiration Date").

Rent

4. The base rent shall be THREE THOUSAND AND NO/100 Dollars (\$ 3,000.00) per year, payable in equal annual payments of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), in advance, on the first day of each March during the term and each continued term, if any, of this lease, and at the additional rents hereinafter provided.

Rent must be sent with Rent Account Number to P.O. Box 8538-230, Philadelphia, PA 19171. Lessor acknowledges the receipt from Tenant of \$ _____ as security for Lessee's performance of this Lease.

Use

5. Lessee shall use the Premises solely for a site for Lessee's sidetrack and tipple for loading unit coal trains,

and for no other purpose.

Reserved Facilities

6.1 Lessor may operate a railroad and related transportation services on or adjacent to the Premises. "Reserved Facilities" means existing tracks, pipes, conduits, thoroughfares, roads, tunnels, electric communication and signal transmission lines and poles and guys for such lines, and any other facilities of similar nature on, above or below the ground, belonging to any party whatsoever. Lessor reserves the right and easement to operate, maintain, repair, replace, reconstruct, augment, or relocate any Reserved Facilities existing within or adjacent to the Premises. This Lease is subject and subordinate to any right which Lessor or any easement holder, lessee, or licensee of Lessor may have in the Reserved Facilities. Lessee shall not interfere with the maintenance or operation of the Reserved Facilities, or the rights of Lessor's easement holders, lessees, or licensees with respect thereto.

6.2 Lessee shall maintain prescribed clearances for all railroad tracks on or adjacent to the Premises. All such clearance areas shall be kept free of any obstruction.

Rent Covenants

7.1 Lessee covenants and agrees to pay the rent and all additional rent without prior demand, setoff, or counterclaim. Lessor may apply each payment of rent or additional rent or service charge when received in such order as Lessor may determine, any rule, law, practice between Lessor and Lessee, or custom to the contrary notwithstanding. No payment shall operate as an accord and satisfaction, notwithstanding any statement or endorsement accompanying such payment. Each payment shall be deemed received by Lessor without prejudice to its right to collect any balance of payments due from Lessee.

7.2 If Lessee does not pay rent or additional rent for a period of 10 days from the day when the same shall have been due and payable, then Lessee shall pay a service charge at the rate of 1.5% per month (or at the legal maximum in the jurisdiction in which the Premises are located, whichever is greater) on the amount of any such rent for each month or portion of a month that the same shall remain unpaid; provided, however, that such service charge shall, in no event, be less than \$25.00 for any month or portion thereof.

Taxes and Assessments

8. Lessee shall pay as additional rent all real estate taxes and all assessments of any nature imposed upon or assessed against the Premises and against any improvements made by Lessee, or any trade fixtures or other property of Lessee, real or personal, located on the Premises. Such payments shall be made by Lessee to Lessor within 10 days after receipt of invoices from Lessor, unless Lessor directs payment be made to the taxing or assessing authority. If the Premises are not taxed as a parcel but are taxed as part of a larger parcel, Lessee shall pay an equitable portion, as fixed by Lessor, of the taxes and the assessments upon the whole tract or parcel of which the Premises are a part.

Utilities

9. Lessee shall be responsible at its sole cost and expense (including fees for permits and similar documents) to obtain all utility services required or desired by Lessee, including the installation of meters and submeters if none exist. Lessee shall be responsible for all charges for utilities consumed by, and supplied to, Lessee by the provider thereof. Lessee shall not obtain any utility service from any of Lessor's facilities without first obtaining the consent of Lessor.

Condition of Premises

10. Lessee has inspected the Premises and accepts it in its present condition. Lessor makes no representations as to the zoning, condition, utility, or fitness of the Premises for any use. Lessee shall perform all maintenance and repair of any nature, interior and exterior, ordinary and extraordinary, to the Premises, and to any improvements now or hereafter existing, necessary to keep the Premises and any improvements in good order and in safe condition, including any adjacent walkways, roads, and Lessee parking areas, and including snow and ice removal. Lessor shall have no obligation whatsoever to maintain or repair the Premises.

Signs and Improvements

11. Lessee shall not place any sign, advertising, or improvements on the Premises without the prior consent of Lessor. Lessee shall remove completely all improvements made by it upon the Premises within 10 days of the expiration or sooner termination of this Lease, and Lessee shall restore the Premises to its condition prior to placing such improvements, or other property, upon same. If Lessee fails to remove completely such improvements, and other property of Lessee and of any other party, Lessor may elect to retain such improvements or property, or enter the Premises and raze or remove same, Lessee hereby waiving any claim or right of action with respect thereto, and Lessee agrees to pay Lessor all its costs related to such razing or removal, including storage and transportation, and to indemnify Lessor against any claim or action by any party brought or asserted against Lessor with respect to such retention, razing, or removal. Lessee shall not change, or permit any change of, the existing grade or topography of the Premises without the prior approval of Lessor.

**Compliance
With Law**

12. Lessee shall, at its own expense, promptly comply with all present and future laws, regulations, and orders of all governmental authorities affecting the Premises under all circumstances, whether or not Lessor shall be responsible primarily for such compliance. Lessee shall indemnify Lessor and shall pay all expenses, damages, penalties, and claims, including reasonable counsel fees, that may in any manner arise from, or be imposed because of, the failure of Lessee to comply with this Section.

**Assignment and
Subletting**

13. Lessee shall not assign, hypothecate, or transfer any portion of Lessee's interest in this Lease or the Premises, in whole or in part, or sublet or license the Premises, or any part thereof, without the prior consent of Lessor, and any attempt to do so shall render same null and void. Lessee shall not permit any security interest in any third party to attach to the Premises, any part thereof, or any improvements or any personal property now or hereafter placed or kept thereon, without the prior consent of Lessor, and any attempt to do so shall render same null and void.

**Indemnity and
Liability**

14. Lessee shall relieve, indemnify, and defend Lessor against and from all expenses, damages, actions, fines, penalties, claims, judgments, settlements, and demands of every kind or nature, including reasonable counsel, investigator, and expert fees, arising out of any failure by Lessee to perform any of the agreements, terms, covenants, or conditions of this Lease, and any bodily injury, death, or property loss or damage to or of any person or entity that comes upon the Premises or appurtenances thereto, or on or under the walkways, roadways, sidewalks, curbs, or loading areas contiguous thereto, however occurring, and also for any matter growing out of the condition, occupation, maintenance, alteration, repair, use, or operation of the Premises or appurtenances thereto or any part thereof, or of the walkways, roadways, sidewalks, curbing, and loading areas contiguous thereto, including without limitation, any escape, release, or existence of substances or materials from any source, or any contamination therefrom, unless caused directly by the sole negligence of Lessor. For the purposes of this Section the term "Lessor" shall include not only the Lessor named herein, but also any officer, employee, parent, or subsidiary of Lessor, and its or their agents, employees and officers.

**Environmental
Compliance**

15. (a) Lessee represents that it has conducted a complete inspection of the Premises and except as noted herein, finds the Premises to be reasonably free from pollution-induced conditions. It is understood between the parties that, at the time this Lease is entered into, the condition of the Premises meets all federal, state, and local laws, rules, and regulations designed to prevent or control the discharge of substances into the land, water, and air.

(b) Without limiting any other provisions of this Lease, Lessee will at all times maintain and keep the Premises and all improvements and property now or hereafter erected or placed thereon, at its expense, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Lessee agrees to indemnify, hold harmless and defend Lessor from and against any and all suits, actions, proceedings, fines, or claims arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of Lessor.

(c) Without limiting any other provision of this Lease, Lessor shall have the right to enter and inspect the Premises in order to determine whether Lessee is complying with such laws, rules, or regulations, but no such inspection or absence of inspection by the Lessor shall be construed to relieve Lessee of its obligations to comply with all such laws, rules, or regulations.

~~(d) As security for Lessor in the event of any violation, as aforesaid, or any federal, state and local laws, rules, and regulations, designed to prevent or control the discharge of substances into the land, water, or air during the term of this Lease, and any continuation of Lessee's occupancy, Lessee hereby agrees to obtain a security bond in the amount of \$100,000 for the benefit of Lessor for any damages, suits, actions, proceedings, fines, or other claims arising from or alleged to arise from a violation of any such law, rule, or regulation. Lessee agrees to provide such bond to Lessor in advance of occupying the Premises. Failure to obtain and maintain in effect such bond shall constitute a material breach of this Lease.~~

Insurance

16.(a) Lessee shall maintain continuously in effect a policy of comprehensive general liability insurance, including contractual liability covering the liability assumed by Lessee under the provisions of Section 14 of this Lease. Such insurance shall be in limits of not less than **\$2,000,000 single limit** for death and bodily injury, and ~~or~~ property loss and damage for each occurrence. If the Premises consist of a building or other similar improvements owned by Lessor, Lessee shall maintain continuously in effect a commercial all-risk insurance policy insuring such building, improvements, and all major systems therein for full replacement cost or actual cash value, the former if obtainable for the Premises. With respect to general liability, such all-risk policy shall contain the coverages required in this paragraph. Such insurance shall be in a form acceptable to Lessor and shall be maintained in a solvent company licensed to sell insurance in the state in which the Premises are located. Lessee shall maintain such direct damage coverage as Lessor may request, in amounts, companies, and form acceptable to Lessor. Any such insurance on the property of Lessee, or in Lessee's custody, shall contain a waiver of subrogation against Lessor, its officers, employees, and agents, and an endorsement naming Lessor as an additional insured. Lessee must deliver such insurance to Lessor at the time of signing this Lease.

(b) In the event of any substantial loss, damage to, or destruction of the Premises (if the Premises consist of a building or other similar improvements owned by Lessor), or any major system thereof, in the sole judgment of Lessor, by any cause whatsoever, Lessor shall have the option, within thirty (30) days from the date thereof, of terminating this Lease by notice to Lessee, or of requiring Lessee to repair such loss, damage, or destruction. If Lessor elects to terminate this Lease, such termination date shall be set forth in the notice from Lessor as aforesaid, and Lessee shall forthwith endorse all insurance proceeds to Lessor. In the event Lessor elects to have Lessee repair such loss, damage, or destruction, Lessee shall, within thirty (30) days of the date of Lessor's notice as aforesaid, submit plans to Lessor for its approval prior to the commencement of any repair work. If Lessor elects to have such loss, damage, or destruction repaired, and if, but only if, the Premises shall have been rendered wholly untenable by reason thereof, base rent only shall abate from the date of such loss, damage, or destruction until the date of completion of repairs. In the event the Premises are rendered only partially untenable by such loss, damage, or destruction, base rent and additional rent shall continue in full force and effect for that portion of the Premises which remain tenable, and Lessee shall proceed to repair the Premises after submitting plans therefor to Lessor for its approval within thirty (30) days following such loss, damage, or destruction. Upon approval by Lessor of any repair plans of Lessee, Lessee shall proceed immediately to commence such repairs and to diligently and continuously make same until completed at the earliest practicable date. "Diligently and continuously" shall mean having workmen at the Premises each and every business day, for eight hours each day, weather permitting. In the event of a termination of this Lease by Lessor as aforesaid, all rent shall end as of the date of such loss, damage, or destruction, and any rent paid beyond such date shall be refunded pro-rata to Lessee.

Condemnation

17. If all or any part of the Premises shall be acquired or taken on a theory of eminent domain, Lessee shall have no claim for the value of any unexpired term of this Lease and Lessee hereby assigns to Lessor any claim for loss of Lessee's leasehold interest. Lessee may, however, make claims against the condemning authority for moving expenses, loss of fixtures, or other matters which do not affect the award otherwise payable to Lessor, but Lessee shall have no claim against Lessor or no claim against the condemning authority which would reduce the award otherwise payable to Lessor.

End of Term

18.1 In the event of default by ~~Lessor~~ ^{Lessee}, Lessor may terminate this Lease at any time upon 10 days' notice. Should Lessee fail to surrender the Premises upon the date set forth in such termination notice, the base rent hereunder shall be increased to 200% of the base rent in effect at the time of such termination, plus all charges herein reserved as additional rent, until Lessor notifies Lessee in writing that a lesser rent shall be in effect. However, nothing in this Lease shall limit the availability of the rights and remedies of Lessor under law against Lessee in the event of a default by Lessee.

18.2 If Lessor terminates this Lease for an event of default by Lessee, Lessor shall have, in addition to any rights in this Lease, all rights available to it at law to regain possession of the Premises and to collect all sums due Lessor, including rent for the balance of the term. Without limiting any such rights, Lessor may seize any property of any party found thereon and sell same to satisfy all indebtedness of Lessee under this Lease, and Lessee waives any claim or right of action against Lessor with respect to such seizure and sale. With respect to such seizure, Lessor may enter the Premises without any liability to Lessee or to the owner of any property found on the Premises, and may change the locks on any improvements on the Premises. With respect to such a sale, and to any levy upon execution of any judgment obtained by Lessor for non-payment of monies due under this Lease, Lessee hereby waives any right of replevin and its rights under any law which now or hereafter may exempt any such property from sale.

Inability to Perform

19. Lessee specifically agrees that its liability for all rent and for all of the other covenants and conditions of this Lease shall not be affected or reduced by the failure of Lessor to perform any of its obligations under this Lease or to supply any service whether specifically required herein or not.

Event of Default

20. If Lessee fails or is unable to pay rent or additional rent, or if Lessee fails or is unable to perform any non-monetary agreement, term, covenant, or condition of this Lease, and such default continues for a period within which performance is required to be made by specific provision of this Lease, or if no such period is so provided, for a period of 5 days after notice thereof by Lessor to Lessee or, if such performance cannot be reasonably accomplished within such 5 day period, Lessee does not in good faith commence such performance within such 5 day period and does not diligently proceed therewith to completion, then Lessor may avail itself of any right or remedy given by this Lease or by law.

No Waiver

21. No waiver by Lessor of any breach of Lessee's obligations, agreements, or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement, or covenant, or shall any forbearance by Lessor of any rights and remedies with respect to such or any subsequent breach. No failure by Lessor to bill Lessee for any amounts due under this Lease shall be deemed an estoppel or construed as a waiver of the right of Lessor to collect such sums from Lessee.

Notices

22. Every notice, approval, consent, or other communication desired or required under this Lease shall be effective only if the same shall be in writing and sent postage prepaid by United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address indicated in Section 1 of this Lease, or such other address as either party may designate by notice given from time to time in accordance with this Section.

Binding on Successors

23. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the successors, heirs, personal representatives, and assigns of the parties hereto, subject, however, to Section 13 of this Lease.

Quiet Enjoyment

24. Nothing herein contained shall imply or import a covenant on the part of Lessor for quiet enjoyment.

State Approval

25. To the extent required by law, this Lease shall be subject to the approval of any governmental entity.

Entire Agreement

26. The entire agreement between Lessor and Lessee is set forth in this Lease, and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, other than as set forth in this Lease. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto.

Headings

27. The heading of each section of this Lease is for convenience only and it shall not be deemed a construction of intent of any such section.

Annual Consumer Price Index Base Rent Adjustments

28. The rent provided in Paragraph 4 as the current base rent shall, on an annual basis, be changed by the same percentage increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)(1967 = 100)" specified for "All Items - United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index"). In no event, however, shall the rent be less than the base rent payable as of the effective date of this Lease.

The current base rent payable shall be changed in accordance with the following:

- (a) The current base rent shall be adjusted annually, commencing **March 1, 19 87**.
- (b) Each adjustment shall be made with reference to the price index for the fourth month immediately preceding the effective date of each adjustment (Current Price Index).
- (c) Each such adjustment shall be made by determining the percentage change of the then Current Price Index over the price index for the full calendar month of the effective date of this Lease ("Base Price Index").
- (d) Such percentage shall be computed by (i) obtaining the difference between the Current Price Index and the Base Price Index and (ii) dividing such difference by the Base Price Index.
- (e) The percentage thus determined shall be multiplied by the then applicable current base rent hereinabove set forth, and the product thus determined shall represent the change payable in addition to the current base rent until a subsequent adjustment shall be made under this section.

In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula or table for converting the index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as shall be reasonably determined by ~~Lessee~~ ^{Lessor}.

29. The provisions typed on this page and any exhibit or addendum to this Lease shall be deemed a part hereof.

Lease
Subject
To

30. This lease is subject to overhead power lines, private crossings, portion of Captina Creek and State Route 148 crossing the premises.

Creek
Pollution

31. Lessee shall not pollute or contaminate the waters of Captina Creek or any other stream in any manner whatsoever, and Lessee agrees to defend, indemnify and hold harmless Lessor against any claims, demands and penalties caused by or arising out of the pollution or contamination of the waters of Captina Creek or of any other stream.

Track
Clause

32. IT BEING UNDERSTOOD AND AGREED that the Lessor shall have the right at all times to shift cars placed on Lessee's sidetrack and to move its cars and engines over the same for the purposes of placing cars on other portions thereof for the use of Lessor and its other patrons and for the operation of its railroad, and that Lessee's use of said sidetrack and tipple shall be subject to the rules and regulations as prescribed in Lessor's filed tariffs.

Weed
Control

33. Lessee shall and will, at its own cost and expense during the continuance of this lease, keep the weeds properly mown and properly destroy all noxious weeds in accordance with Ohio State Law.

Superseding
Lease

34. This lease shall supersede and cancel lease dated October 20, 1970 and any and all amendments thereto between THE NORTH AMERICAN COAL CORPORATION and George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION, Lessee of the Pennel Company, predecessor to CONSOLIDATED RAIL CORPORATION.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth in Section I.

WITNESS:

Cornie Majors 2/28/86

R. P. Tezak

LESSEE THE NACCO MINING COMPANY

By: Fred G. Miller, Jr. 2/28/86 (Seal)

Title: Robert E. Murray 2-28-86 2/28/86 2/28/86 CH

CONSOLIDATED RAIL CORPORATION

By: Kenneth D. Williams
Manager - Real Estate

TOVCC 17215

204706

PAID \$18.00

VOL 655 PAGE 365

EASEMENT

This Agreement made on the 8th day of MAY, 1989, by and between PAUL A. KANZIGG and SILVIA M. KANZIGG, Husband and Wife, Grantors, and THE OHIO VALLEY COAL COMPANY, Grantee.

Witnesseth, whereas the Grantee is the owner of certain lands adjacent to the land of the Grantor, hereinafter described, and the Grantee desires access from its said lands over the land of the Grantor for the purpose of an access road and for the purpose of hauling coal on said roadway.

Now, therefore, the Grantors, their heirs, successors and assigns, grant and convey unto the Grantee, its successors and assigns forever, an easement in, to, upon, and over a certain parcel of land, owned by the Grantors, described as follows:

Situated in the State of Ohio, County of Belmont, and in the Township of Washington, and being a part of the Northwest Quarter of Section 28, Township 5, Range 4, and being more particularly described and bounded as follows:

Beginning at a spike (found) marking the Southwest corner of the Northwest Quarter of Section 28, Township 5, Range 4, and also being the Southwest corner of a 44.540 acre tract (Tract II) as recorded in Volume 650 at Page 701 in the Belmont County Record of Deeds, now owned by Paul A. and Silvia M. Kanzigg, thence, and along with the South line of the same 44.540 acre tract and being also the South line of the same Northwest Quarter, S. 87 degrees, 26 minutes, 41 seconds E. 1328.00 ft. to the Southeast corner of the same 44.540 acre tract, and being also the same corner for the Southwest corner of a 107.385 acre tract, now owned by The Ohio Valley Coal Company, as recorded in Volume 519 at Page 626 in the Belmont County Record of Deeds and marking the beginning point of the herein described easement; thence from said beginning point and along with Grantors' Eastern line, N. 1 degrees, 18 minutes, 33 seconds W. 65.84 ft. to the

centerline of the traveled portion of relocated State Route 148 (see: Plat. Cab. "C", Slide 5, Bel-148-12.02-12.21), thence, and along with the centerline of the traveled portion of State Route 148, N. 36 degrees, 50 minutes, 13 seconds W. 169.69 ft. to a point on the East right-of-way line of a 5.523 acre tract, now or formerly owned by the P.O.V. & C. Railroad Company, as recorded in Volume 379 at Page 488 in the Belmont County Record of Deeds, thence, and leaving the centerline of the traveled portion of State Route 148 and with the East right-of-way line of said P.O.V. & C. Railroad, S. 19 degrees, 44 minutes, 47 seconds W. 198.20 ft. to a point on the South line of said Grantors' 44.540 acre tract, thence, and along with the South line of same, S. 87 degrees, 26 minutes, 41 seconds E. 156.58 ft. to the place of beginning of the herein described easement, containing 0.44 acres of land, more or less, and subject to all legal highways and easements of record.

Bearings in this description are based on the South line of the Northwest Quarter of Section 28, Township 5, Range 4, as recorded in Volume 650 at Page 701 in the Belmont County Record of Deeds.

This description prepared in April, 1989, by Claude L. Luke of The Ohio Valley Coal Company, who is Ohio Registered Surveyor No. 7186.

Said easement is given to the Grantee, its successors and assigns for the sole purpose of ingress, egress, and regress to the exclusion of the Grantors, their heirs, successors, and assigns, or to others later granted a similar right.

The Grantee, for itself and its successors and assigns, covenants with the Grantors, their heirs, successors, and assigns, to at all times maintain and make necessary repairs, at its or their own expenses, should the roadway require same for its proper upkeep and maintenance.

As a consideration for the right herein granted, said Grantee, by its acceptance hereof agrees to pay the Grantors, their heirs, successors and assigns, the sum of \$100 per month when no coal is being trucked on said roadway and the sum of \$200

per month when coal is being trucked on said roadway.

To have and to hold said easement and right unto the Grantee, its successors and assigns forever. It is further agreed by and between the Grantors and the Grantee that only the Grantee, its successors and assigns, shall have the right to terminate said easement upon thirty (30) days written notice to the Grantors, their heirs, successors and assigns.

In witness whereof, the parties hereto have duly executed this agreement.

Claude L. Lusk
David L. Bartsch

Paul A. Kanzigg
Paul A. Kanzigg
Silvia M. Kanzigg
Silvia M. Kanzigg

Joseph L. Rucker
Edith M. Otto

Robert E. Munsell
President and CEO of The Ohio Valley Coal Company
[Signature]
Secretary of The Ohio Valley Coal Company

STATE OF OHIO)
COUNTY OF BELMONT) ss.

Before me, a Notary Public, in and for said county, personally appeared the above named PAUL A. KANZIGG and SILVIA M. KANZIGG, Husband and Wife, who acknowledged that they did sign the

RECORDED
STANLEY SHONCJO
RECORDER
MAY 16 8 57 AM '89
MAY 17 1989
BELMONT CO. REC'D OF ALLEIGH
VOL. 655 PAGE 365

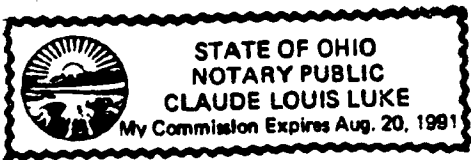
foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at 56355 BELMONT RIDGE ROAD, this 8th day of MAY, 1989.
BEALLSVILLE, OHIO

Claude Louis Luke
Notary Public

MY COMMISSION EXPIRES AUG. 20, 1991

My Commission Expires: _____



STATE OF OHIO)
COUNTY OF BELMONT) ss.

Before me, a Notary Public, in and for said county, personally appeared the above named Robert E. Murray, President and CEO and Stephen C. Ellis, Secretary of The Ohio Valley Coal Company, an Ohio corporation, on behalf of the corporation.

In Testimony Whereof, I have hereunto set my hand and official seal, at CLEVELAND OHIO, this 10th day of MAY, 1989.

[Signature]
Notary Public

My Commission Expires: _____

MICHAEL J. O'BRIEN, ATTORNEY AT LAW
NOTARY PUBLIC, State of Ohio
My Commission Has No Expiration Date
Section 14703 R.C.

This instrument prepared by Elizabeth L. Glick, Attorney at Law.
St. Clairsville, Ohio 43950

TRANSFER NOT NECESSARY

5-11-89
J.A. PAPPANO, AUDITOR
DEPUTY

TRANSFERRED FOR RECORDARY
By [Signature]
FRED F. HENNETT
County Registrar

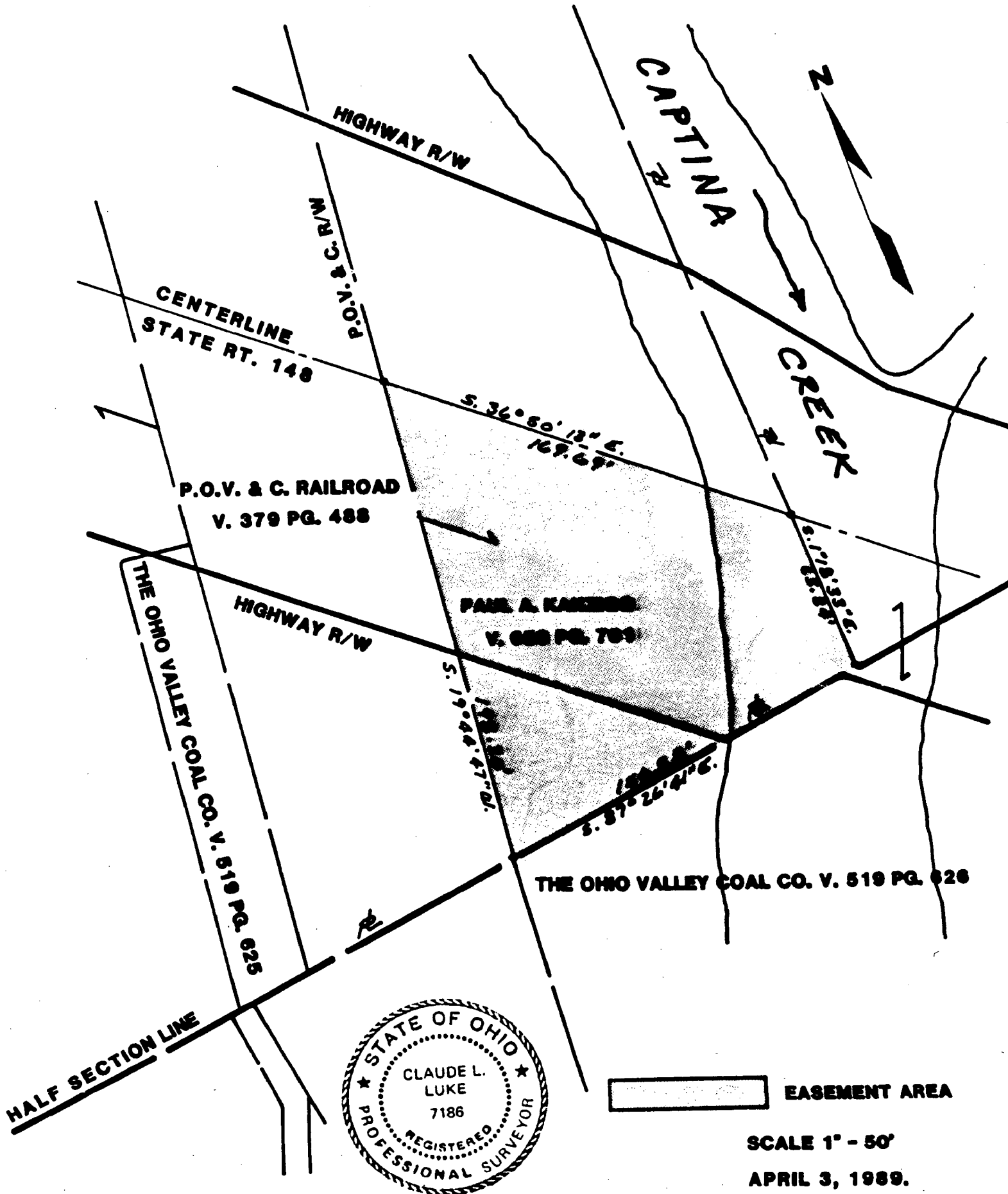
ASSIGNMENT

For Value Received, I, PAUL A. KANZIGG, of 56355 Belmont Ridge Road, Beallsville, Belmont County, Ohio, hereby assign, transfer and set over to SILVIA M. KANZIGG of 56355 Belmont Ridge Road, Beallsville, Belmont County, Ohio, all of my right, title and interest in a certain Easement and Agreement dated MAY 8th, 1989, by and between Paul A. Kanzigg and Silvia M. Kanzigg and The Ohio Valley Coal Company, subject to all the terms and conditions thereof.

In Witness Whereof, I have hereunto set my hand on the 13th day of MAY, 1989.

Paul A. Kanzigg
Paul A. Kanzigg

EXHIBIT A



204706

PAID \$18.00

VOL 655 PAGE 365

EASEMENT

This Agreement made on the 8th day of MAY, 1989, by and between PAUL A. KANZIGG and SILVIA M. KANZIGG, Husband and Wife, Grantors, and THE OHIO VALLEY COAL COMPANY, Grantee.

Witnesseth, whereas the Grantee is the owner of certain lands adjacent to the land of the Grantor, hereinafter described, and the Grantee desires access from its said lands over the land of the Grantor for the purpose of an access road and for the purpose of hauling coal on said roadway.

Now, therefore, the Grantors, their heirs, successors and assigns, grant and convey unto the Grantee, its successors and assigns forever, an easement in, to, upon, and over a certain parcel of land, owned by the Grantors, described as follows:

Situated in the State of Ohio, County of Belmont, and in the Township of Washington, and being a part of the Northwest Quarter of Section 28, Township 5, Range 4, and being more particularly described and bounded as follows:

Beginning at a spike (found) marking the Southwest corner of the Northwest Quarter of Section 28, Township 5, Range 4, and also being the Southwest corner of a 44.540 acre tract (Tract II) as recorded in Volume 650 at Page 701 in the Belmont County Record of Deeds, now owned by Paul A. and Silvia M. Kanzigg, thence, and along with the South line of the same 44.540 acre tract and being also the South line of the same Northwest Quarter, S. 87 degrees, 26 minutes, 41 seconds E. 1328.00 ft. to the Southeast corner of the same 44.540 acre tract, and being also the same corner for the Southwest corner of a 107.385 acre tract, now owned by The Ohio Valley Coal Company, as recorded in Volume 519 at Page 626 in the Belmont County Record of Deeds and marking the beginning point of the herein described easement; thence from said beginning point and along with Grantors' Eastern line, N. 1 degrees, 18 minutes, 33 seconds W. 65.84 ft. to the

centerline of the traveled portion of relocated State Route 148 (see: Plat. Cab. "C", Slide 5, Bel-148-12.02-12.21), thence, and along with the centerline of the traveled portion of State Route 148, N. 36 degrees, 50 minutes, 13 seconds W. 169.69 ft. to a point on the East right-of-way line of a 5.523 acre tract, now or formerly owned by the P.O.V. & C. Railroad Company, as recorded in Volume 379 at Page 488 in the Belmont County Record of Deeds, thence, and leaving the centerline of the traveled portion of State Route 148 and with the East right-of-way line of said P.O.V. & C. Railroad, S. 19 degrees, 44 minutes, 47 seconds W. 198.20 ft. to a point on the South line of said Grantors' 44.540 acre tract, thence, and along with the South line of same, S. 87 degrees, 26 minutes, 41 seconds E. 156.58 ft. to the place of beginning of the herein described easement, containing 0.44 acres of land, more or less, and subject to all legal highways and easements of record.

Bearings in this description are based on the South line of the Northwest Quarter of Section 28, Township 5, Range 4, as recorded in Volume 650 at Page 701 in the Belmont County Record of Deeds.

This description prepared in April, 1989, by Claude L. Luke of The Ohio Valley Coal Company, who is Ohio Registered Surveyor No. 7186.

Said easement is given to the Grantee, its successors and assigns for the sole purpose of ingress, egress, and regress to the exclusion of the Grantors, their heirs, successors, and assigns, or to others later granted a similar right.

The Grantee, for itself and its successors and assigns, covenants with the Grantors, their heirs, successors, and assigns, to at all times maintain and make necessary repairs, at its or their own expenses, should the roadway require same for its proper upkeep and maintenance.

As a consideration for the right herein granted, said Grantee, by its acceptance hereof agrees to pay the Grantors, their heirs, successors and assigns, the sum of \$100 per month when no coal is being trucked on said roadway and the sum of \$200

per month when coal is being trucked on said roadway.

To have and to hold said easement and right unto the Grantee, its successors and assigns forever. It is further agreed by and between the Grantors and the Grantee that only the Grantee, its successors and assigns, shall have the right to terminate said easement upon thirty (30) days written notice to the Grantors, their heirs, successors and assigns.

In witness whereof, the parties hereto have duly executed this agreement.

Claude L. Lush
David L. Bartock

Paul A. Kanzigg
Paul A. Kanzigg
Silvia M. Kanzigg
Silvia M. Kanzigg

Joyce L. Rucker
Edith M. Otto

Robert E. Murray
President and CEO of The
Ohio Valley Coal Company
Stanley S. Hongoio
Secretary of The
Ohio Valley Coal Company

STATE OF OHIO)
COUNTY OF BELMONT) ss.

Before me, a Notary Public, in and for said county, personally appeared the above named PAUL A. KANZIGG and SILVIA M. KANZIGG, Husband and Wife, who acknowledged that they did sign the

RECORDED
MAY 16 8 57 AM '89
STANLEY S. HONGOIO
RECORDER
MAY 17 1989

BELMONT CO. RECORD OF
VOL. 655 PAGE 365
365

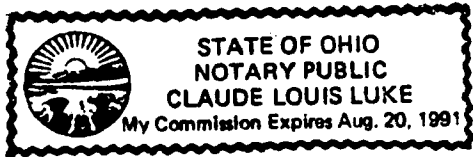
foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at 56355 BELMONT RIDGE ROAD, this 8th day of MAY, 1989. BEALLSVILLE, OHIO

Claude Louis Luke
Notary Public

MY COMMISSION EXPIRES AUG. 20, 1991

My Commission Expires: _____



STATE OF OHIO)
COUNTY OF BELMONT) ss.

Before me, a Notary Public, in and for said county, personally appeared the above named Robert E. Murray, President and CEO and Stephen C. Ellis, Secretary of The Ohio Valley Coal Company, an Ohio corporation, on behalf of the corporation.

In Testimony Whereof, I have hereunto set my hand and official seal, at CLEVELAND OHIO, this 10th day of May, 1989.

[Signature]
Notary Public

My Commission Expires: _____

MICHAEL J. O'BRIEN, ATTORNEY AT LAW
NOTARY PUBLIC, State of Ohio
My Commission Has No Expiration Date
Section 14703 R.C.

This instrument prepared by Elizabeth L. Glick, Attorney at Law.
St. Clairsville, Ohio 43950

TRANSFER NOT NECESSARY

5-16-89

J.A. PAPPANO, AUDITOR

[Signature] DEPUTY

TRANSFER NOT NECESSARY
By [Signature]

FRED F. BENNETT
County Engineer

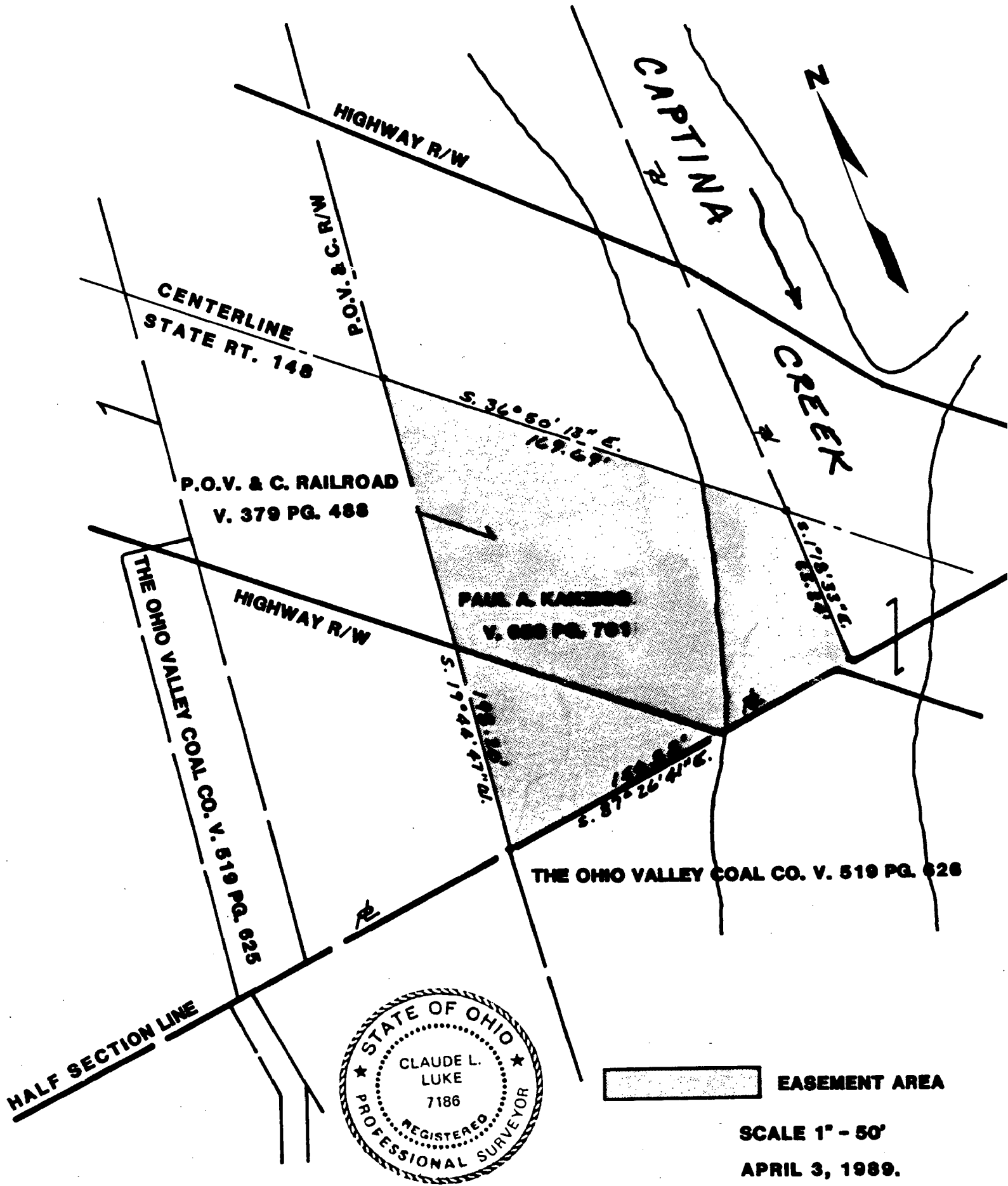
ASSIGNMENT

For Value Received, I, PAUL A. KANZIGG, of 56355 Belmont Ridge Road, Beallsville, Belmont County, Ohio, hereby assign, transfer and set over to SILVIA M. KANZIGG of 56355 Belmont Ridge Road, Beallsville, Belmont County, Ohio, all of my right, title and interest in a certain Easement and Agreement dated MAY 8th, 1989, by and between Paul A. Kanzigg and Silvia M. Kanzigg and The Ohio Valley Coal Company, subject to all the terms and conditions thereof.

In Witness Whereof, I have hereunto set my hand on the 13th day of MAY, 1989.

Paul A. Kanzigg
Paul A. Kanzigg

EXHIBIT A



September 8, 1988

The Ohio Valley Coal Company
56854 Pleasant Ridge Road
Alledonia, Ohio 43902

Gentlemen:

Your incidental boundary revision (I.B.R.) on permit D-0360 for 2.0 acres was received on August 26, 1988. The I.B.R. has been judged incomplete.

The I.B.R. will be considered complete upon receipt of the following information (please submit in quadruplicate):

1. Notarized right of entry statement in the format indicated on page 7 of the Coal Mining and Reclamation Permit Application.
2. Clarification of the property ownership. Revise as appropriate.
 - a) According to the IBR map, the area appears to be on NACCO property, but item 9 of the IBR application states Ohio Valley Coal Company.
 - b) According to the IBR map, the area appears to be on the J. & E. Moore property, but the submitted Attachment 4 indicates that the area is only adjacent.

If you have any questions, please contact me at (614) 265-6628.

Sincerely,



Mike Dillman
Permits & Processing Section
Division of Reclamation

MD:jl

cc: St. Clairsville District Office

C. Right of Entry Information

(1) Provide either of the following to allow for coal mining operations on the permit area:

- (a) A copy of the documents, or
- (b) An affidavit wherein the documents are described. The affidavit is to be submitted as an addendum to the permit application and is to be in the following format: (Note - a separate affidavit is not required for each document)

AFFIDAVIT

State of Ohio, _____ County, ss. _____
being first duly sworn, says that the following described documents conveys to the applicant the legal right explained below and is a subject of litigation as shown below.

Type of document _____

Execution Date _____

Expiration Date _____

Parties: From _____ To _____

Description of land: No. Acres _____

County _____, Township _____

Sections _____, Lots _____

Explanation of legal rights claimed _____

Pending litigation _____ Yes, _____ No.

Signature of Affiant

Date

Position

Sworn to before me and subscribed in my presence this _____
day of _____ 19 ____.

Notary Public

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF RECLAMATION
Fountain Square
Columbus, Ohio 43224

APPLICATION FOR AN INCIDENTAL BOUNDARY REVISION
This Form Cannot Be Utilized For The Removal Coal
(File in Quadruplicate)

1. Permittee's Name The Ohio Valley Coal Co.Ph 926-1351
2. Address 56854 Pleasant Ridge Road
Alledonia, Ohio 43902
3. Coal Mining Permit # D-0360
4. Additional acres to be permitted 2.0
5. Has this acreage been affected? Yes X, No .
6. Describe the reason this additional acreage is required.

The Ohio Valley Coal Company has been forced to take emergency measures to deliver coal to its customer due to the landslide and rail outage along the Ohio River. Coal from this facility is usually shipped by unit trains that are loaded at the preparation plant site. At this time, the coal must be trucked to rail loading facilities North of the rail outage. The incidental boundary revision being requested, will increase the surface effects area of the permit to include a truck road up to the existing rail loadout at the No 6 Mine.

7. Describe the activities to be conducted on this area.

To allow coal trucks to be loaded efficiently and economically, a temporary roadbed will be constructed on the existing Conrail track to gain access to the previously permitted train loadout of the Powhatan No 6 Mine.

8. Is the information contained in the previously approved permit application applicable to this revised area?
Yes , No X.

If "no", describe any changes to the previously approved permit that will apply to this revised area.

Rights of Entry

(continued on reverse side)
Page 1

9. LOCATION OF ADDITIONAL ACRES TO BE AFFECTED DURING PERMIT. (list all surface and mineral owners applicable to each ownership as shown on the location map.

Name of Surface and Mineral Owners	Twp.& Range	Sec	Twp	County
<hr/>				
Name <u>The Ohio Valley Coal Co</u>				
Address <u>56854 Pleasant Rdg Rd</u>	<u>T-5-N</u>	<u>28</u>	<u>Wash.</u>	<u>Belmont</u>
City & State <u>Alledonia, Oh</u>	<u>R-4-W</u>			
Surface <u>X</u> Mineral <u>X</u>				

Name <u>Conrail</u>				
Address <u>1528 Walnut Street</u>	<u>T-5-N</u>	<u>28</u>	<u>Wash.</u>	<u>Belmont</u>
City & State <u>Phila, Pa 19102</u>	<u>R-4-W</u>			
Surface <u>X</u> Mineral _____				

Name _____

Address _____

City & State _____

Surface _____ Mineral _____

I, the undersigned authorize representative of the permittee, hereby attest that no coal has been or will be removed using surface mining methods from the acreage identified in this application.

Signature	Title	Date
-----------	-------	------

(For Division Use Only)

This application is hereby _____ by the Chief, Division of Reclamation and effective this date. The acreage identified in item 5 of this application is now part of permit _____.

Chief, Division of Reclamation

\$ _____ of performance bond and \$ _____

acreage fee was received on _____.

(Date)
Page 2

Rights of Entry

The Nacco Mining Company acquired the property allowing access to the rail track from State Route 148.

Conrail has given The Ohio Valley Coal Company permission to use the area occupied by the rail as an access road to the loadout area. No train cars will be using the area until the rail along State Route 7 is repaired. At that time, this truck loading facility access will cease to operate.

Reclamation Description

At the time that the rail road track along State Route 7 is repaired, the gravel that is being used to create the roadbed will be cleaned from the track, and the rail will revert to its previous use.

The Ohio Valley Coal Company

56854 Pleasant Ridge Road
Alledonia, Ohio 43902

August 3, 1988

Mr. Tim Dieringer, Chief
Division of Reclamation
Ohio Department of Natural Resources
Fountain Square, Building B
Columbus, Ohio 43224

Dear Mr. Dieringer;

The Ohio Valley Coal Company, owner and operator of the Powhatan No. 6 Mine herein requests a variance from section 1501:13-9-04 (R) of the Ohio Revised Code which requires that no land within 100 feet of a perennial stream be undisturbed.

In the previously approved permit, D-0360, the mine was granted a similar variance to affect the area within 100 feet of Captina Creek. At this time, The Ohio Valley Coal Company respectfully requests for an extension of this variance to incorporate the area to be used as a coal truck access route.

The area is currently owned by Conrail and has rail tracks on it. For this project, the tracks will be covered with gravel for a roadbed, and after the rail service is restored to the mine, the rail will be uncovered and the area returned to its current use as a rail road bed.

Sincerely,

Louise Watson
Environmental and
Permit coordinator

LEASE AGREEMENT

Lessor's Rent
Account Number:
67-08935

Date and
Parties

1. THIS LEASE is dated as of this 25th day of March, 19 86, between Consolidated Rail Corporation, a Pennsylvania corporation, through its Regional Real Estate office, which has a mailing address at **Jacob Engineering Building, 100 Fleet Street, Pittsburgh, PA 15220** ("Lessor"), and **THE NACCO MINING COMPANY**, an Ohio Corporation, having a mailing address at **12800 Shaker Boulevard, Cleveland, Ohio 44120** ("Lessee").

Premises

2. The demised premises (the "Premises"), which Lessor demises to Lessee and Lessee takes from Lessor, are **ALL THAT CERTAIN strip of land lying within Lessor's right of way line between Survey Station 699+75 northwesterly to Survey Station 812+30, containing an area of 15.0 acres, more or less, west of Alledonia and situate in the Township of Washington, County of Belmont, State of Ohio, as shown on Exhibit A, Revised January 22, 1986, attached hereto and made a part hereof.**

Term

3. The term of this Lease shall commence March 1, 19 86, and shall end upon thirty (30) days' written notice from either party ("Expiration Date").

Rent

4. The base rent shall be **THREE THOUSAND AND NO/100 Dollars (\$ 3,000.00)** per year, payable in equal annual payments of **THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00)**, in advance, on the first day of each March during the term and each continued term, if any, of this lease, and at the additional rents hereinafter provided.

Rent must be sent with Rent Account Number to P.O. Box 8538-230, Philadelphia, PA 19171. Lessor acknowledges the receipt from Tenant of \$ _____ as security for Lessee's performance of this Lease.

Use

5. Lessee shall use the Premises solely for a site for Lessee's sidetrack and tipple for loading unit coal trains,

and for no other purpose.

Reserved
Facilities

6.1 Lessor may operate a railroad and related transportation services on or adjacent to the Premises. "Reserved Facilities" means existing tracks, pipes, conduits, thoroughfares, roads, tunnels, electric communication and signal transmission lines and poles and guys for such lines, and any other facilities of similar nature on, above or below the ground, belonging to any party whatsoever. Lessor reserves the right and easement to operate, maintain, repair, replace, reconstruct, augment, or relocate any Reserved Facilities existing within or adjacent to the Premises. This Lease is subject and subordinate to any right which Lessor or any easement holder, lessee, or licensee of Lessor may have in the Reserved Facilities. Lessee shall not interfere with the maintenance or operation of the Reserved Facilities, or the rights of Lessor's easement holders, lessees, or licensees with respect thereto.

6.2 Lessee shall maintain prescribed clearances for all railroad tracks on or adjacent to the Premises. All such clearance areas shall be kept free of any obstruction.

Rent
Covenants

7.1 Lessee covenants and agrees to pay the rent and all additional rent without prior demand, setoff, or counterclaim. Lessor may apply each payment of rent or additional rent or service charge when received in such order as Lessor may determine, any rule, law, practice between Lessor and Lessee, or custom to the contrary notwithstanding. No payment shall operate as an accord and satisfaction, notwithstanding any statement or endorsement accompanying such payment. Each payment shall be deemed received by Lessor without prejudice to its right to collect any balance of payments due from Lessee.

7.2 If Lessee does not pay rent or additional rent for a period of 10 days from the day when the same shall have been due and payable, then Lessee shall pay a service charge at the rate of 1.5% per month (or at the legal maximum in the jurisdiction in which the Premises are located, whichever is greater) on the amount of any such rent for each month or portion of a month that the same shall remain unpaid; provided, however, that such service charge shall, in no event, be less than \$25.00 for any month or portion thereof.

Taxes and
Assessments

8. Lessee shall pay as additional rent all real estate taxes and all assessments of any nature imposed upon or assessed against the Premises and against any improvements made by Lessee, or any trade fixtures or other property of Lessee, real or personal, located on the Premises. Such payments shall be made by Lessee to Lessor within 10 days after receipt of invoices from Lessor, unless Lessor directs payment be made to the taxing or assessing authority. If the Premises are not taxed as a parcel but are taxed as part of a larger parcel, Lessee shall pay an equitable portion, as fixed by Lessor, of the taxes and the assessments upon the whole tract or parcel of which the Premises are a part.

Utilities

9. Lessee shall be responsible at its sole cost and expense (including fees for permits and similar documents) to obtain all utility services required or desired by Lessee, including the installation of meters and submeters if none exist. Lessee shall be responsible for all charges for utilities consumed by, and supplied to, Lessee by the provider thereof. Lessee shall not obtain any utility service from any of Lessor's facilities without first obtaining the consent of Lessor.

Condition
of Premises

10. Lessee has inspected the Premises and accepts it in its present condition. Lessor makes no representations as to the zoning, condition, utility, or fitness of the Premises for any use. Lessee shall perform all maintenance and repair of any nature, interior and exterior, ordinary and extraordinary, to the Premises, and to any improvements now or hereafter existing, necessary to keep the Premises and any improvements in good order and in safe condition, including any adjacent walkways, roads, and Lessee parking areas, and including snow and ice removal. Lessor shall have no obligation whatsoever to maintain or repair the Premises.

Signs and
improvements

11. Lessee shall not place any sign, advertising, or improvements on the Premises without the prior consent of Lessor. Lessee shall remove completely all improvements made by it upon the Premises within 10 days of the expiration or sooner termination of this Lease, and Lessee shall restore the Premises to its condition prior to placing such improvements, or other property, upon same. If Lessee fails to remove completely such improvements, and other property of Lessee and of any other party, Lessor may elect to retain such improvements or property, or enter the Premises and raze or remove same, Lessee hereby waiving any claim or right of action with respect thereto, and Lessee agrees to pay Lessor all its costs related to such razing or removal, including storage and transportation, and to indemnify Lessor against any claim or action by any party brought or asserted against Lessor with respect to such retention, razing, or removal. Lessee shall not change, or permit any change of, the existing grade or topography of the Premises without the prior approval of Lessor.

TOVCC 17235

**Compliance
With Law**

12. Lessee shall, at its own expense, promptly comply with all present and future laws, regulations, and orders of all governmental authorities affecting the Premises under all circumstances, whether or not Lessor shall be responsible primarily for such compliance. Lessee shall indemnify Lessor and shall pay all expenses, damages, penalties, and claims, including reasonable counsel fees, that may in any manner arise from, or be imposed because of, the failure of Lessee to comply with this Section.

**Assignment and
Subletting**

13. Lessee shall not assign, hypothecate, or transfer any portion of Lessee's interest in this Lease or the Premises, in whole or in part, or sublet or license the Premises, or any part thereof, without the prior consent of Lessor, and any attempt to do so shall render same null and void. Lessee shall not permit any security interest in any third party to attach to the Premises, any part thereof, or any improvements or any personal property now or hereafter placed or kept thereon, without the prior consent of Lessor, and any attempt to do so shall render same null and void.

**Indemnity and
Liability**

14. Lessee shall relieve, indemnify, and defend Lessor against and from all expenses, damages, actions, fines, penalties, claims, judgments, settlements, and demands of every kind or nature, including reasonable counsel, investigator, and expert fees, arising out of any failure by Lessee to perform any of the agreements, terms, covenants, or conditions of this Lease, and any bodily injury, death, or property loss or damage to or of any person or entity that comes upon the Premises or appurtenances thereto, or on or under the walkways, roadways, sidewalks, curbs, or loading areas contiguous thereto, however occurring, and also for any matter growing out of the condition, occupation, maintenance, alteration, repair, use, or operation of the Premises or appurtenances thereto or any part thereof, or of the walkways, roadways, sidewalks, curbing, and loading areas contiguous thereto, including without limitation, any escape, release, or existence of substances or materials from any source, or any contamination therefrom, unless caused directly by the sole negligence of Lessor. For the purposes of this Section the term "Lessor" shall include not only the Lessor named herein, but also any officer, employee, parent, or subsidiary of Lessor, and its or their agents, employees and officers.

**Environmental
Compliance**

15. (a) Lessee represents that it has conducted a complete inspection of the Premises and except as noted herein, finds the Premises to be reasonably free from pollution-induced conditions. It is understood between the parties that, at the time this Lease is entered into, the condition of the Premises meets all federal, state, and local laws, rules, and regulations designed to prevent or control the discharge of substances into the land, water, and air.

(b) Without limiting any other provisions of this Lease, Lessee will at all times maintain and keep the Premises and all improvements and property now or hereafter erected or placed thereon, at its expense, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Lessee agrees to indemnify, hold harmless and defend Lessor from and against any and all suits, actions, proceedings, fines, or claims arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of Lessor.

(c) Without limiting any other provision of this Lease, Lessor shall have the right to enter and inspect the Premises in order to determine whether Lessee is complying with such laws, rules, or regulations, but no such inspection or absence of inspection by the Lessor shall be construed to relieve Lessee of its obligations to comply with all such laws, rules, or regulations.

~~(d) As security for Lessor in the event of any violation, as aforesaid, or any federal, state and local laws, rules, and regulations, designed to prevent or control the discharge of substances into the land, water, or air during the term of this Lease, and any continuation of Lessee's occupancy, Lessee hereby agrees to obtain a security bond in the amount of \$100,000 for the benefit of Lessor for any damages, suits, actions, proceedings, fines, or other claims arising from or alleged to arise from a violation of any such law, rule, or regulation. Lessee agrees to provide such bond to Lessor in advance of occupying the Premises. Failure to obtain and maintain in effect such bond shall constitute a material breach of this Lease.~~

Insurance

16. (a) Lessee shall maintain continuously in effect a policy of comprehensive general liability insurance, including contractual liability covering the liability assumed by Lessee under the provisions of Section 14 of this Lease. Such insurance shall be in limits of not less than **\$2,000,000 single limit** for death and bodily injury, and **or** property loss and damage for each occurrence. If the Premises consist of a building or other similar improvements owned by Lessor, Lessee shall maintain continuously in effect a commercial all-risk insurance policy insuring such building, improvements, and all major systems therein for full replacement cost or actual cash value, the former if obtainable for the Premises. With respect to general liability, such all-risk policy shall contain the coverages required in this paragraph. Such insurance shall be in a form acceptable to Lessor and shall be maintained in a solvent company licensed to sell insurance in the state in which the Premises are located. Lessee shall maintain such direct damage coverage as Lessor may request, in amounts, companies, and form acceptable to Lessor. Any such insurance on the property of Lessee, or in Lessee's custody, shall contain a waiver of subrogation against Lessor, its officers, employees, and agents, and an endorsement naming Lessor as an additional insured. Lessee must deliver such insurance to Lessor at the time of signing this Lease.

(b) In the event of any substantial loss, damage to, or destruction of the Premises (if the Premises consist of a building or other similar improvements owned by Lessor), or any major system thereof, in the sole judgment of Lessor, by any cause whatsoever, Lessor shall have the option, within thirty (30) days from the date thereof, of terminating this Lease by notice to Lessee, or of requiring Lessee to repair such loss, damage, or destruction. If Lessor elects to terminate this Lease, such termination date shall be set forth in the notice from Lessor as aforesaid, and Lessee shall forthwith endorse all insurance proceeds to Lessor. In the event Lessor elects to have Lessee repair such loss, damage, or destruction, Lessee shall, within thirty (30) days of the date of Lessor's notice as aforesaid, submit plans to Lessor for its approval prior to the commencement of any repair work. If Lessor elects to have such loss, damage, or destruction repaired, and if, but only if, the Premises shall have been rendered wholly untenable by reason thereof, base rent only shall abate from the date of such loss, damage, or destruction until the date of completion of repairs. In the event the Premises are rendered only partially untenable by such loss, damage, or destruction, base rent and additional rent shall continue in full force and effect for that portion of the Premises which remain tenable, and Lessee shall proceed to repair the Premises after submitting plans therefor to Lessor for its approval within thirty (30) days following such loss, damage, or destruction. Upon approval by Lessor of any repair plans of Lessee, Lessee shall proceed immediately to commence such repairs and to diligently and continuously make same until completed at the earliest practicable date. "Diligently and continuously" shall mean having workmen at the Premises each and every business day, for eight hours each day, weather permitting. In the event of a termination of this Lease by Lessor as aforesaid, all rent shall end as of the date of such loss, damage, or destruction, and any rent paid beyond such date shall be refunded pro-rata to Lessee.

Condemnation	17. If all or any part of the Premises shall be acquired or taken on a theory of eminent domain, Lessee shall have no claim for the value of any unexpired term of this Lease and Lessee hereby assigns to Lessor any claim for loss of Lessee's leasehold interest. Lessee may, however, make claims against the condemning authority for moving expenses, loss of fixtures, or other matters which do not affect the award otherwise payable to Lessor, but Lessee shall have no claim against Lessor or no claim against the condemning authority which would reduce the award otherwise payable to Lessor.
End of Term	<p>18.1 In the event of default by tenant ^{Lessee}, Lessor may terminate this Lease at any time upon 10 days' notice. Should Lessee fail to surrender the Premises upon the date set forth in such termination notice, the base rent hereunder shall be increased to 200% of the base rent in effect at the time of such termination, plus all charges herein reserved as additional rent, until Lessor notifies Lessee in writing that a lesser rent shall be in effect. However, nothing in this Lease shall limit the availability of the rights and remedies of Lessor under law against Lessee in the event of a default by Lessee.</p> <p>18.2 If Lessor terminates this Lease for an event of default by Lessee, Lessor shall have, in addition to any rights in this Lease, all rights available to it at law to regain possession of the Premises and to collect all sums due Lessor, including rent for the balance of the term. Without limiting any such rights, Lessor may seize any property of any party found thereon and sell same to satisfy all indebtedness of Lessee under this Lease, and Lessee waives any claim or right of action against Lessor with respect to such seizure and sale. With respect to such seizure, Lessor may enter the Premises without any liability to Lessee or to the owner of any property found on the Premises, and may change the locks on any improvements on the Premises. With respect to such a sale, and to any levy upon execution of any judgment obtained by Lessor for non-payment of monies due under this Lease, Lessee hereby waives any right of replevin and its rights under any law which now or hereafter may exempt any such property from sale.</p>
Inability to Perform	19. Lessee specifically agrees that its liability for all rent and for all of the other covenants and conditions of this Lease shall not be affected or reduced by the failure of Lessor to perform any of its obligations under this Lease or to supply any service whether specifically required herein or not.
Event of Default	20. If Lessee fails or is unable to pay rent or additional rent, or if Lessee fails or is unable to perform any non-monetary agreement, term, covenant, or condition of this Lease, and such default continues for a period within which performance is required to be made by specific provision of this Lease, or if no such period is so provided, for a period of 5 days after notice thereof by Lessor to Lessee or, if such performance cannot be reasonably accomplished within such 5 day period, Lessee does not in good faith commence such performance within such 5 day period and does not diligently proceed therewith to completion, then Lessor may avail itself of any right or remedy given by this Lease or by law.
No Waiver	21. No waiver by Lessor of any breach of Lessee's obligations, agreements, or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement, or covenant, or shall any forbearance by Lessor of any rights and remedies with respect to such or any subsequent breach. No failure by Lessor to bill Lessee for any amounts due under this Lease shall be deemed an estoppel or construed as a waiver of the right of Lessor to collect such sums from Lessee.
Notices	22. Every notice, approval, consent, or other communication desired or required under this Lease shall be effective only if the same shall be in writing and sent postage prepaid by United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address indicated in Section 1 of this Lease, or such other address as either party may designate by notice given from time to time in accordance with this Section.
Binding on Successors	23. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the successors, heirs, personal representatives, and assigns of the parties hereto, subject, however, to Section 13 of this Lease.
Quiet Enjoyment	24. Nothing herein contained shall imply or import a covenant on the part of Lessor for quiet enjoyment.
State Approval	25. To the extent required by law, this Lease shall be subject to the approval of any governmental entity.
Entire Agreement	26. The entire agreement between Lessor and Lessee is set forth in this Lease, and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, other than as set forth in this Lease. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto.
Headings	27. The heading of each section of this Lease is for convenience only and it shall not be deemed a construction of intent of any such section.
Annual Consumer Price Index Base Rent Adjustments	<p>28. The rent provided in Paragraph 4 as the current base rent shall, on an annual basis, be changed by the same percentage increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)(1967 = 100)" specified for "All Items - United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index"). In no event, however, shall the rent be less than the base rent payable as of the effective date of this Lease.</p> <p>The current base rent payable shall be changed in accordance with the following:</p> <ol style="list-style-type: none"> The current base rent shall be adjusted annually, commencing March 1, 19 87. Each adjustment shall be made with reference to the price index for the fourth month immediately preceding the effective date of each adjustment (Current Price Index). Each such adjustment shall be made by determining the percentage change of the then Current Price Index over the price index for the full calendar month of the effective date of this Lease ("Base Price Index"). Such percentage shall be computed by (i) obtaining the difference between the Current Price Index and the Base Price Index and (ii) dividing such difference by the Base Price Index. The percentage thus determined shall be multiplied by the then applicable current base rent hereinabove set forth, and the product thus determined shall represent the change payable in addition to the current base rent until a subsequent adjustment shall be made under this section. <p>In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as shall be reasonably determined by tenant ^{Lessor}.</p>

29. The provisions typed on this page and any exhibit or addendum to this Lease shall be deemed a part hereof.

Lease Subject To	30. This lease is subject to overhead power lines, private crossings, portion of Captina Creek and State Route 148 crossing the premises.
Creek Pollution	31. Lessee shall not pollute or contaminate the waters of Captina Creek or any other stream in any manner whatsoever, and Lessee agrees to defend, indemnify and hold harmless Lessor against any claims, demands and penalties caused by or arising out of the pollution or contamination of the waters of Captina Creek or of any other stream.
Track Clause	32. IT BEING UNDERSTOOD AND AGREED that the Lessor shall have the right at all times to shift cars placed on Lessee's sidetrack and to move its cars and engines over the same for the purposes of placing cars on other portions thereof for the use of Lessor and its other patrons and for the operation of its railroad, and that Lessee's use of said sidetrack and tipple shall be subject to the rules and regulations as prescribed in Lessor's filed tariffs.
Weed Control	33. Lessee shall and will, at its own cost and expense during the continuance of this lease, keep the weeds properly mown and properly destroy all noxious weeds in accordance with Ohio State Law.
Superseding Lease	34. This lease shall supersede and cancel lease dated October 20, 1970 and any and all amendments thereto between THE NORTH AMERICAN COAL CORPORATION and George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION, Lessee of the Pennel Company, predecessor to CONSOLIDATED RAIL CORPORATION.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth in Section I.

WITNESS:

Connie Majors 2/28/86

R. P. Tezak

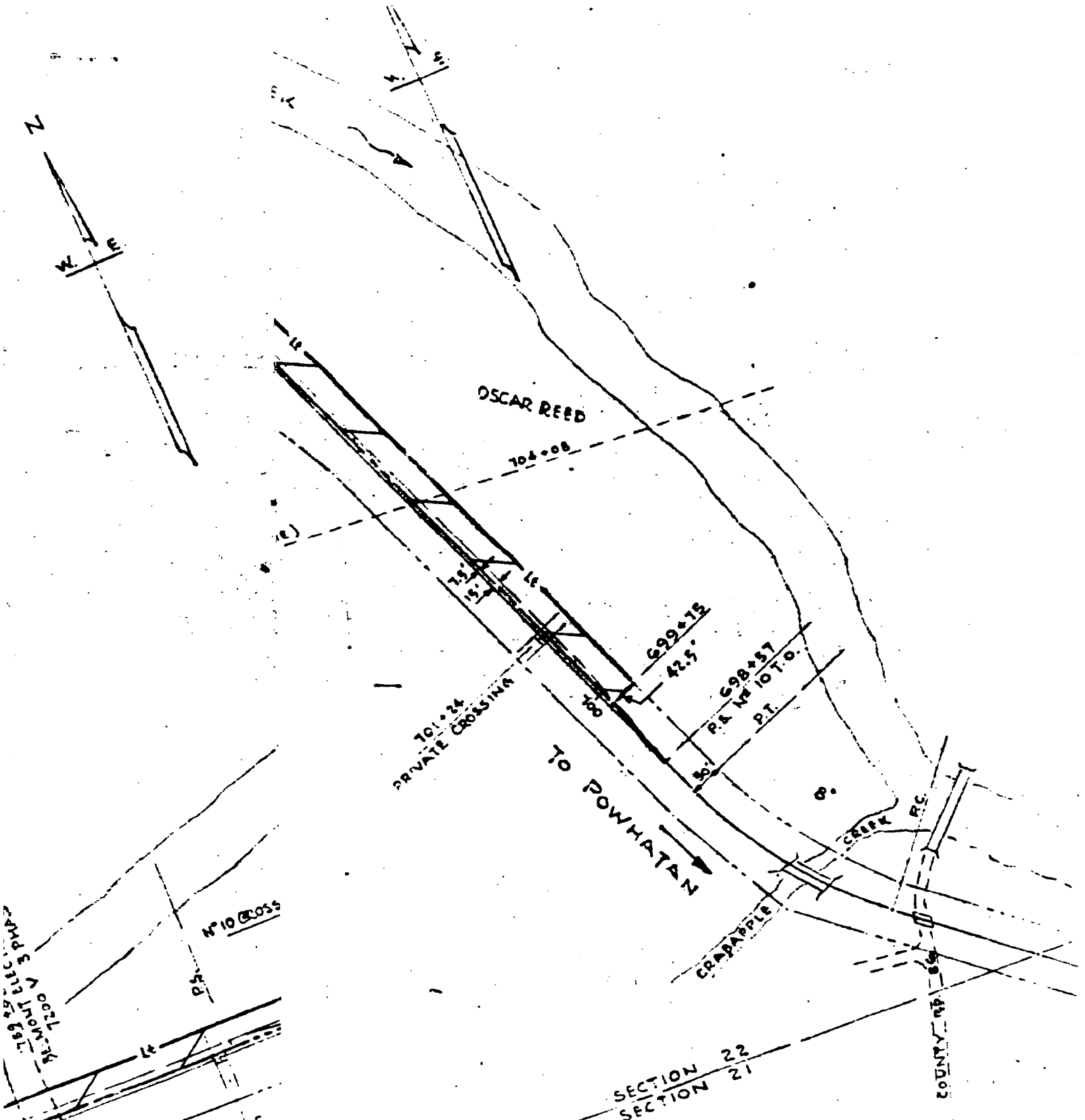
LESSEE THE NACCO MINING COMPANY

By: Fred H. Miller, Jr. 2/28/86 (Seal)
Title: Robert E. Murray 2-28-86 2/28/86 2/28/86 C.H.

CONSOLIDATED RAIL CORPORATION

By: Samuel D. Williams
Manager - Real Estate

TOVCC 17238



PENN CENTRAL TRANSPORTATION COMPANY
CENTRAL REGION PITTSBURGH DIVISION

ALLEDONIA OHIO WEST OF
SIDE TRACK TO SERVE

THE NACCO MINING COMPANY

SCALE : 1" = 200'

AUGUST 14, 1970

OFFICE REGIONAL ENGINEER
DESIGN & CONSTRUCTION
PITTSBURGH, PA.

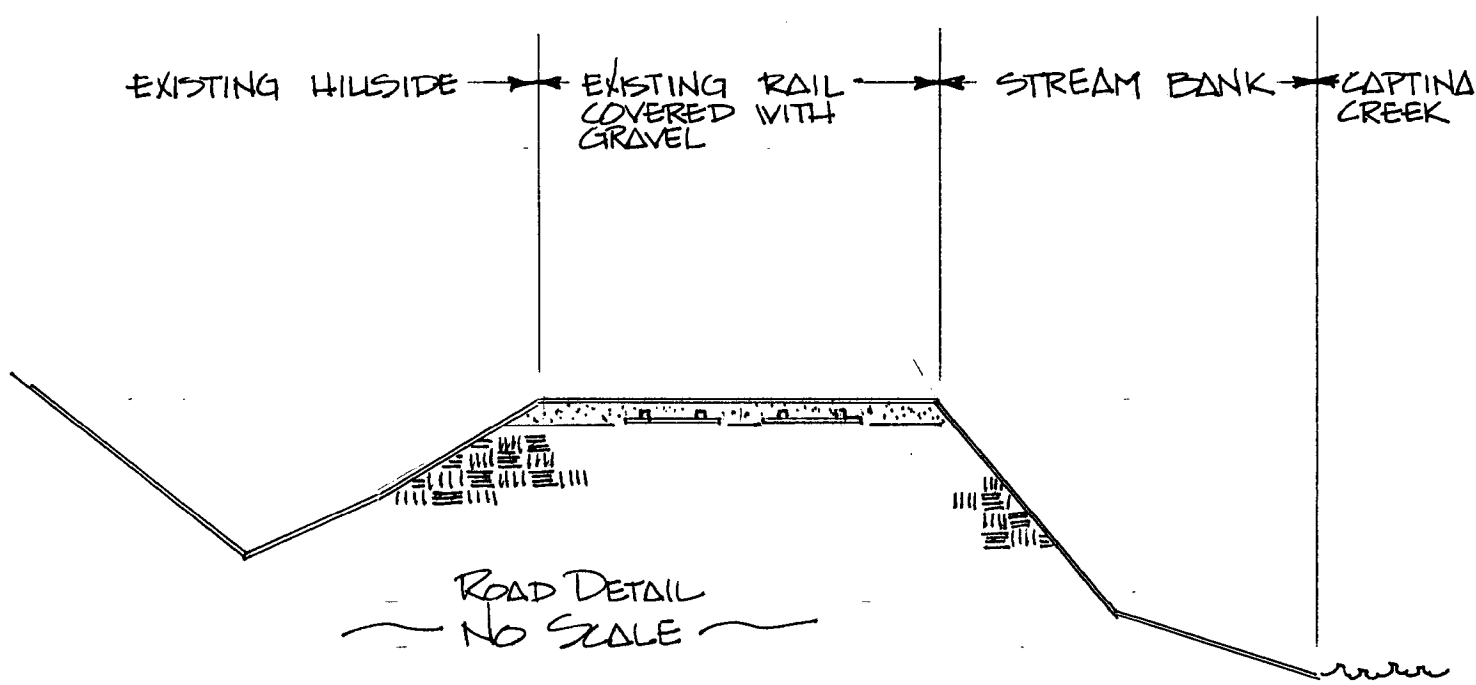
Revised:
Jan. 22, 1986

PLAN NO 27570

EXHIBIT 'A'

ROBERT E. LUCAS

TOVCC 17239



THE OHIO VALLEY COAL COMPANY
TEMPORARY HAUL ROAD ALONG EXISTING RAIL TRACKS - LOADOUT FACILITY

The Ohio Valley Coal Company

Application for Incidental Boundary Revision

The Ohio Valley Coal Company

56854 Pleasant Ridge Road
Alledonia, Ohio 43902

August 3, 1988

Mr Tim Dieringer, Chief
Division of Reclamation
Ohio Department of Natural Resources
Fountain Square, Building B
Columbus, Ohio 43224

Dear Mr Dieringer;

The Ohio Valley Coal Company, owner and operator of the Powhatan No 6 Mine, proposes to temporarily alter its clean coal loading facility. Attached for your review is an Application for Incidental Boundary Revision covering the area needed for this addition to the Permit Area.

The site is located along an existing rail track adjacent to the previously permitted coal loadout.

Upon completion of your review, please contact me at the No 6 Mine (614) 926-1351.

Sincerely,

Louise Watson
Environmental and
Permit Coordinator

OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF RECLAMATION

ATTACHMENT 16
(NEGATIVE DETERMINATION OF PRIME FARMLAND)

Applicant THE OHIO VALLEY COAL COMPANY D-0360 1BR Coal Loadout

This attachment is to be completed and submitted with the permit application if the response to item I (1) in Part 2 of the permit application is "no". Check (X) and complete the appropriate section.

- X 1. Lands within the proposed permit area have been used for the production of cultivated crops for less than five years out of ten years preceding the date of the permit application.

Owner: (Leassor) _____ Date: August 11, 1988

County: Belmont Township: Washington Section: 28

Lot: N/A Acres: 2.0

(Signature of Landowner)
Property Manager

Owner: _____ Date: _____

County: _____ Township: _____ Section: _____

Lot: _____ Acres: _____ (Signature of Landowner)

2. The slope of all land within the permit area is ten percent or greater.

Signed: _____ Date: _____

Title: _____

3. Other factors exist such as a very rocky surface, or the land is frequently flooded during the growing season more often than once in two years, and the flooding has reduced crop yields.

Signed: _____ Date: _____

Title: _____

4. On the basis of a soil survey, there are no soil map units within the proposed permit area that have been designated prime farmland by the U.S. Soil Conservation Service (SCS). Attach a copy of the (SCS) finding to this attachment.

OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF RECLAMATIONATTACHMENT 4
(ADJACENT OWNERS)Applicant's Name THE OHIO VALLEY COAL COMPANY D-0360 1BR Coal Loadout

This attachment is to be completed and submitted with the permit application if the response to item A. (12) in Part 1 of the permit application is "yes".

Name of owner Paul A. Kanzigg

Address _____

City Alledonia State Ohio Zip 43902☒ Surface, ☐ MineralName of owner J & E Moore

Address _____

City Alledonia State Ohio Zip 43902☒ Surface, ☐ Mineral

Name of owner _____

Address _____

City _____ State _____ Zip _____

☐ Surface, ☐ Mineral

Name of Owner _____

Address _____

City _____ State _____ Zip _____

☐ Surface, ☐ Mineral

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF RECLAMATION
Fountain Square
Columbus, Ohio 43224

APPLICATION FOR AN INCIDENTAL BOUNDARY REVISION
This Form Cannot Be Utilized For The Removal Coal
(File in Quadruplicate)

1. Permittee's Name The Ohio Valley Coal Co.Ph 926-1351
2. Address 56854 Pleasant Ridge Road
Alledonia, Ohio 43902
3. Coal Mining Permit # D-0360
4. Additional acres to be permitted 2.0
5. Has this acreage been affected? Yes X, No _____.
6. Describe the reason this additional acreage is required.

The Ohio Valley Coal Company has been forced to take emergency measures to deliver coal to its customer due to the landslide and rail outage along the Ohio River. Coal from this facility is usually shipped by unit trains that are loaded at the preparation plant site. At this time, the coal must be trucked to rail loading facilities North of the rail outage. The incidental boundary revision being requested, will increase the surface effects area of the permit to include a truck road up to the existing rail loadout at the No 6 Mine.

7. Describe the activities to be conducted on this area.

To allow coal trucks to be loaded efficiently and economically, a temporary roadbed will be constructed on the existing Conrail track to gain access to the previously permitted train loadout of the Powhatan No 6 Mine.

8. Is the information contained in the previously approved permit application applicable to this revised area?
Yes _____, No X.

If "no", describe any changes to the previously approved permit that will apply to this revised area.

Rights of Entry

(continued on reverse side)
Page 1

Rights of Entry

The Nacco Mining Company acquired the property allowing access to the rail track from State Route 148.

Conrail has given The Ohio Valley Coal Company permission to use the area occupied by the rail as an access road to the loadout area. No train cars will be using the area until the rail along State Route 7 is repaired. At that time, this truck loading facility access will cease to operate.

Reclamation Description

At the time that the rail road track along State Route 7 is repaired, the gravel that is being used to create the roadbed will be cleaned from the track, and the rail will revert to its previous use.

The Ohio Valley Coal Company

56854 Pleasant Ridge Road
Alledonia, Ohio 43902

August 3, 1988

Mr. Tim Dieringer, Chief
Division of Reclamation
Ohio Department of Natural Resources
Fountain Square, Building B
Columbus, Ohio 43224

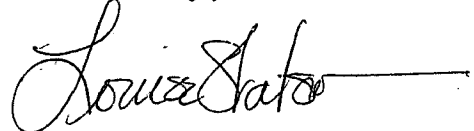
Dear Mr. Dieringer;

The Ohio Valley Coal Company, owner and operator of the Powhatan No. 6 Mine herein requests a variance from section 1501:13-9-04 (R) of the Ohio Revised Code which requires that no land within 100 feet of a perennial stream be undisturbed.

In the previously approved permit, D-0360, the mine was granted a similar variance to affect the area within 100 feet of Captina Creek. At this time, The Ohio Valley Coal Company respectfully requests for an extension of this variance to incorporate the area to be used as a coal truck access route.

The area is currently owned by Conrail and has rail tracks on it. For this project, the tracks will be covered with gravel for a roadbed, and after the rail service is restored to the mine, the rail will be uncovered and the area returned to its current use as a rail road bed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Louise Watson", followed by a horizontal line.

Louise Watson
Environmental and
Permit coordinator

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF RECLAMATION
Fountain Square
Columbus, Ohio 43224

APPLICATION FOR AN INCIDENTAL BOUNDARY REVISION
This Form Cannot Be Utilized For The Removal Coal
(File in Quadruplicate)

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Rights of Entry

(continued on reverse side)
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Reclamation Description

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The Ohio Valley Coal Company

56854 Pleasant Ridge Road
Alledonia, Ohio 43902

August 3, 1988

Mr. Tim Dieringer, Chief
Division of Reclamation
Ohio Department of Natural Resources
Fountain Square, Building B
Columbus, Ohio 43224

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Sincerely,



Louise Watson
Environmental and
Permit coordinator

Page 5

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF RECLAMATION
Fountain Square
Columbus, Ohio 43224

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Rights of Entry

(continued on reverse side)
Page 1

9. LOCATION OF ADDITIONAL ACRES TO BE AFFECTED DURING PERMIT. (list all surface and mineral owners applicable to each ownership as shown on the location map.

Name of Surface and Mineral Owners	Twp. & Range	Sec	Twp	County
------------------------------------	--------------	-----	-----	--------

Name The Ohio Valley Coal Co

Address 56854 Pleasant Rdg Rd T-5-N 28 Wash. Belmont
R-4-W

City & State Alledonia, Oh

Surface X Mineral X

Name Conrail

Address 1528 Walnut Street T-5-N 28 Wash. Belmont
R-4-W

City & State Phila, Pa 19102

Surface X Mineral

Name

Address

City & State

Surface Mineral

I, the undersigned authorize representative of the permittee, hereby attest that no coal has been or will be removed using surface mining methods from the acreage identified in this application.

Louise Lato Environmental Permit Coord Aug 3, '88
Signature Title Date

(For Division Use Only)

This application is hereby by the Chief, Division of Reclamation and effective this date. The acreage identified in item 5 of this application is now part of permit .

Chief, Division of Reclamation

\$ of performance bond and \$

acreage fee was received on .

(Date)

Page 2

Rights of Entry

The Nacco Mining Company acquired the property allowing access to the rail track from State Route 148.

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56854 Pleasant Ridge Road
Alledonia, Ohio 43902

August 3, 1988

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Division of Reclamation
Ohio Department of Natural Resources
Fountain Square, Building B
Columbus, Ohio 43224

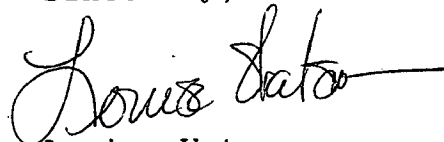
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Sincerely,



Louise Watson
Environmental and
Permit coordinator

56854 Pleasant Ridge Road
Alledonia, Ohio 43902

August 3, 1988

Mr. Tim Dieringer, Chief
Division of Reclamation
Ohio Department of Natural Resources
Fountain Square, Building B
Columbus, Ohio 43224

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Sincerely,



Louise Watson
Environmental and
Permit coordinator

Reclamation Description

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DEPARTMENT OF NATURAL RESOURCES
DIVISION OF RECLAMATION
Fountain Square
Columbus, Ohio 43224

APPLICATION FOR AN INCIDENTAL BOUNDARY REVISION
This Form Cannot Be Utilized For The Removal Coal
(File in Quadruplicate)

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2. Address 56854 Pleasant Ridge Road
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Rights of Entry

(continued on reverse side)

Page 1

Name of Surface and Mineral Owners	Twp. & Range	Sec	Twp	County
------------------------------------	--------------	-----	-----	--------

Address 56854 Pleasant Rdg Rd T-5-N 28 Wash. Belmont
R-4-W

Surface X Mineral X

Address 1528 Walnut Street T-5-N 28 Wash. Belmont
R-4-W

Surface X Mineral

Surface _____ Mineral _____

application.

 Signature Title Date
 Louis Sato, Environmental Permit Coordinator Aug 3, 88

This application is hereby _____ by the Chief, Division of Reclamation and effective this date. The acreage identified in item 5 of this application is now part of _____ permit _____.

\$ _____ of performance bond and \$ _____

(Date)

TOVCC 17263

Rights of Entry

The Nacco Mining Company acquired the property allowing access to the rail track from State Route 148.

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State of Ohio
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF RECLAMATION

No.

Fountain Square
Columbus, Ohio 43224

2105

Ohio Valley Coal Co.

481

Name

56854 Pleasant Ridge Road

10-14-88

Address

Date

Alledonia OHio 43902

City and State

Permit No. D-0360

IBR

RECEIPT FOR CASH AND BONDS

Acreage Fee Ck. #091566, Dtd. 10-3-88 \$ 150.00

Cash Bond \$

C.P.A. Payment \$

Bond Pool \$

TOTAL CASH RECEIVED \$ 150.00

NEGOTIABLE BONDS RECEIVED

Description

No.

Value

\$

\$

\$

\$

TOTAL \$

Agency if shown:

SURETY BOND RECEIVED

Bond No.: Executed

Surety:

AMOUNT OF BOND .. \$

Received by: P. John

ODNR
OHIO DEPARTMENT OF
NATURAL RESOURCES

Fountain Square
Columbus, Ohio 43224

September 8, 1988

The Ohio Valley Coal Company
56854 Pleasant Ridge Road
Alledonia, Ohio 43902

Gentlemen:

Your incidental boundary revision (I.B.R.) on permit D-0360 for 2.0 acres was received on August 26, 1988. The I.B.R. has been judged incomplete.

The I.B.R. will be considered complete upon receipt of the following information (please submit in quadruplicate):

1. Notarized right of entry statement in the format indicated on page 7 of the Coal Mining and Reclamation Permit Application.
2. Clarification of the property ownership. Revise as appropriate.
 - a) According to the IBR map, the area appears to be on NACCO property, but item 9 of the IBR application states Ohio Valley Coal Company.
 - b) According to the IBR map, the area appears to be on the J. & E. Moore property, but the submitted Attachment 4 indicates that the area is only adjacent.

If you have any questions, please contact me at (614) 265-6628.

Sincerely,

Mike Dillman

Mike Dillman
Permits & Processing Section
Division of Reclamation

MD:jl

cc: St. Clairsville District Office

Richard F. Celeste, Governor

TOVCC 17266